

Burlington Industries, Inc.



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(Red)

Legal Department
Greensboro, North Carolina 27420

April 11, 1988

Ms. Suzanne Billings
U.S. Environmental Protection Agency, Region III
PA CERCLA Remedial Enforcement Section (3HW12)
841 Chestnut Building, 6th Floor
Philadelphia, PA 19107

Re: Commodore Semi-Conductor Groups Site
Norristown, PA. - Mail Code 3HW12

Dear Ms. Billings:

This is our response to your March 31, 1988 letter which we received April 6, 1988. We also acknowledge Mr. Hansell Ritter's telephone conversation with you of April 7, in which our mailing address was corrected and other matters were clarified. We are assuming for purposes of this letter that Burlington Industries, Inc. is not the target of any investigation by your office.

As applicable to our Valley Forge property located at 1000 Adams Avenue, King of Prussia, we reply to your questions as follows:

1. We do not have and have not had the hazardous substances referred to in your 2nd paragraph. To the best of our knowledge, the only substances we have are in two (2) underground storage tanks: one with #2 fuel oil and the other with unleaded gasoline for vehicles. Details are per attached January 20, 1986 tank schedule. To the best of our knowledge, there has never been any known leaks or spills.
- 2 & 3. None other than to fill the storage tanks reported above.
4. Only the May 6, 1986 notification of underground storage tanks to the Pennsylvania Department of Environmental Resources. (copy attached)

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5. Enclosed are copies of correspondence relative to the subject Commodore situation and our cooperation by permitting test wells. The correspondence grouping 5A is relative to the first test well which is now on Commodore property purchased by them from Burlington March, 1984 per paragraph 7B below. The second 5B grouping is other related correspondence beginning February 3, 1982 through May, 1985.
6. We do not know of any additional related information.
- 7 & 8. Copies of deeds, leases and related documents are enclosed as follows:
 - A. Purchase of 15 acres from Valley Forge Industrial Park, 1967, the 1968 sale and lease back of the property and new building to the U.S. Steel and Carnegie Pension Fund and the later purchase back from the same in 1984. The 15 acres and one (1) 114,000 sq. ft. office building is to this day owned and occupied by Burlington Industries, Inc.
 - B. Purchase of 5.487 acres from Valley Forge Industrial Park, July 1971, the lease of part of the land to MOS Division of Commodore, July 1981, and the sale of all the land to Commodore March, 1984. We believe they still own the land.
 - C. Purchase of 3.706 acres from Valley Forge Industrial Park, July 1971, the lease of the same back to the Valley Forge Industrial Park 1971 to 1987, and the sale of the land to the Valley Forge Equities Inc. Sept. 1987. We believe that they still own the land.
 - D. Utility easements of October 1982.

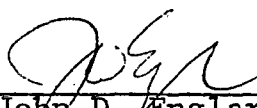
Our 114,000 sq.ft. office building contains only offices and related services. There is no manufacturing.

Further requests for information should be directed to me at the address below.

Very truly yours,

BURLINGTON INDUSTRIES, INC.

By: _____


John D. Englar
Vice President, General
Counsel and Secretary
P. O. Box 21207
Greensboro, NC 27420

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

841 Chestnut Building
Philadelphia, Pennsylvania 19107

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

In Reply Refer To: Mail Code 3HW12

MAR 31 1988

Received 4/6/88 PM

President
Burlington House Carpets
(Division of Burlington
Industries, Inc.)
1000 Adams Avenue
Norristown, PA 19401

Re: Commodore Semiconductor Group Site, Norristown, PA

Dear Sir/Madam:

The Environmental Protection Agency ("EPA") is seeking information concerning a release, or the threat of a release, of hazardous substances into the environment. Pursuant to the authority of Section 3007(a) of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6927(a), and Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. § 9604(e), as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499, 100 Stat. 1613 (1986) ("CERCLA"), your company is requested to furnish all information and documents in its possession, custody or control, or in the possession, custody or control of any of its officers, employees or agents which concern, refer, or relate to hazardous substances as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), which were, generated, transported to, treated, stored, or disposed of at your facility in the area of the Valley Forge Corporate Center.

EPA has acquired information indicating the presence of hazardous substances in the ground water underlying certain areas in Montgomery County. Recent ground water samples have indicated the presence of trichloroethene (Figure 1.1); trans-1,2-dichloroethene (Figure 1.2); and 1,1,1-trichloroethane (Figure 1.3).

The response should include, but not be limited to information and documentation concerning:

1. the types and quantities of the hazardous substances generated, transported to, treated, stored, or disposed of at your facility;
2. the date(s) such substances were generated, transported to, treated, stored, or disposed of at your facility;

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3. the state (i.e., liquid, solid, or gaseous) of the substances and the manner in which the substances were generated, treated, transported, or stored, or disposed (i.e., drummed or uncontained, placed in lagoons, landfilled, placed in piles, etc.);
4. any correspondence between your company and any regulatory agencies regarding such substances;
5. any correspondence between your company and any third party regarding such substances;
6. the identity of, and documents relating to, any other person who generated, transported, treated, stored, or disposed, or who arranged for the treatment, storage, disposal, or transportation of such substances at your facility;
7. copies of any deeds, rights-of-way, leases, or other real interests which your company has concerning your facility;
8. a list of present or previous owners, lessors, or lessees of the property on which your company or facility is located in the Valley Forge Corporate Center.

Please provide copies of documents that were maintained by your company or facility which relate to the transport to, or the generation, treatment, storage, or disposal of hazardous substances at your company or facility.

In addition to the above information, if your company is privately insured against releases of hazardous wastes or substances as a result of the handling of such materials, please inform us of the existence of such insurance and provide us with copies of all insurance policies.

As used herein, the term "documents" means writings (handwritten, typed or otherwise produced or reproduced) and includes, but is not limited to, any invoices, checks, receipts, bills of lading, weight receipts, toll receipts, correspondence, offers, contracts, agreements, deeds, leases, manifests, licenses, permits, bids, proposals, logs, books of original entry, minutes of meetings, memoranda, notes, calendar or diary entries, agendas, bulletins, notices, announcements, charts, maps, photographs, drawings, manuals, brochures, reports of scientific study or investigation, schedules, price lists, telegrams, teletypes, phonorecords, magnetic voice or video records, tapes, summaries, magnetic tapes, punch cards, recordings, discs, computer printouts, or other data compilations from which information can be obtained or translated.

You are entitled to assert a claim of business confidentiality covering any part of the submitted information, in the manner described in 40 C.F.R. Section 2.203(b). Information subject to a claim of business confidentiality will be made available to the public only in accordance with procedures set forth in 40 C.F.R. Part 2, Subpart B. Unless a business confidentiality claim is asserted at the time the requested information is submitted, EPA may make this information available to the public without further notice to you.

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Failure to respond fully and truthfully to each and every Information Request within ten (10) days of receipt of this letter, or to adequately justify such failure to respond, can result in enforcement action by EPA pursuant to Section 104 of CERCLA and/or Section 3008 of RCRA. Each of these statutes permit EPA to seek the imposition of penalties of up to twenty-five thousand dollars (\$25,000) for each day of continued non-compliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject you to criminal penalties under 18 U.S.C. § 1001.

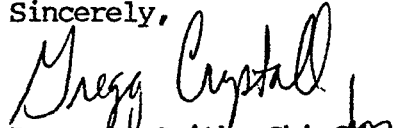
Please send the required information to:

Suzanne Billings
U.S. Environmental Protection Agency, Region III
PA CERCLA Remedial Enforcement Section (3HW12)
841 Chestnut Building, 6th Floor
Philadelphia, PA 19107

If you have any questions concerning this matter, please contact Suzanne Billings at (215) 597-8240.

This information request is not subject to Office of Management and Budget review under the Paperwork Reduction Act, 44 U.S.C. Sections 3501-3520.

Sincerely,

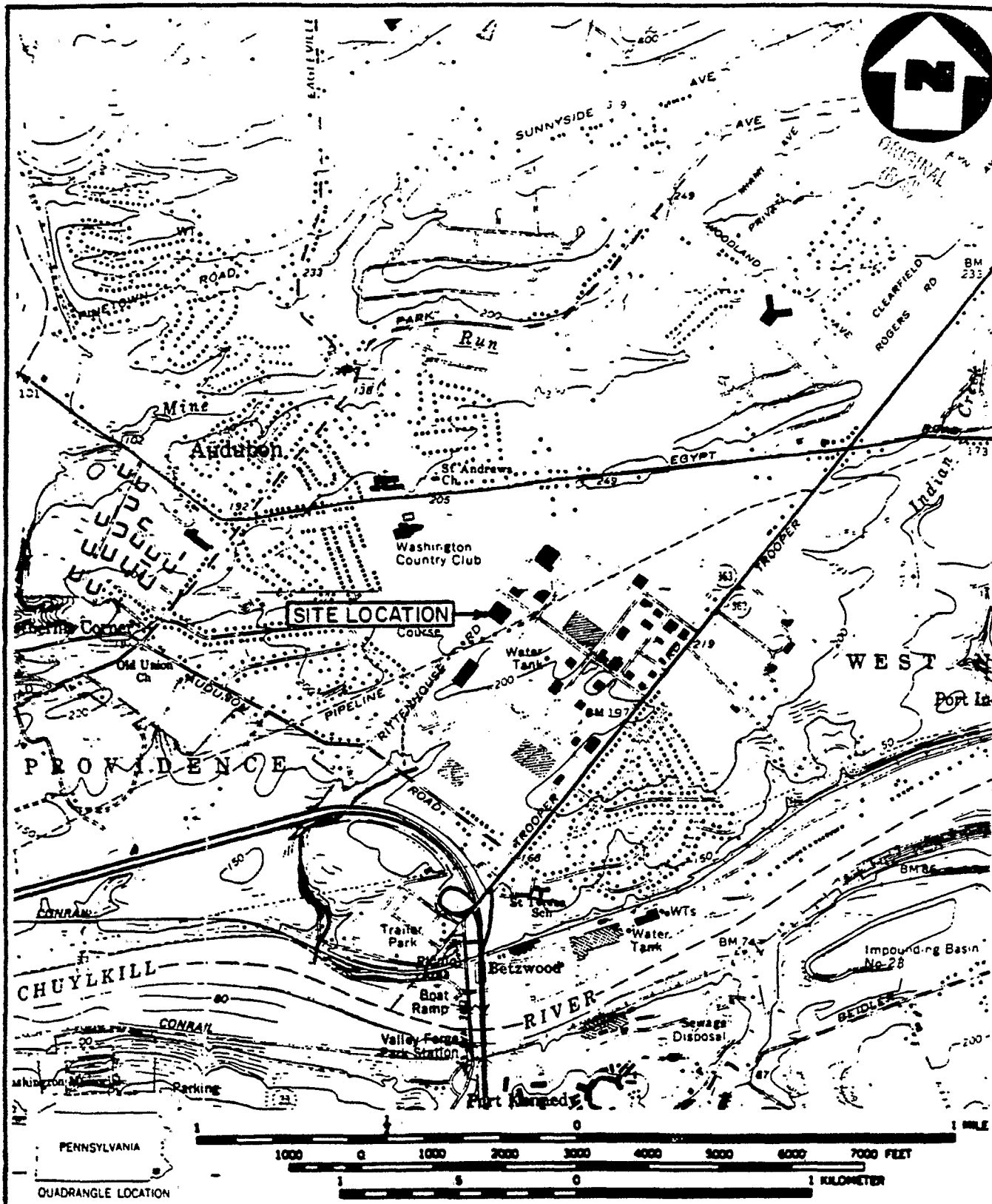


Bruce P. Smith, Chief
Hazardous Waste Enforcement Branch

Enclosures: Location Map
Figures

cc: James Snyder, PADER

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SOURCE: (7.5 MINUTE SERIES) USGS COLLEGEVILLE & VALLEY FORGE, PA. QUADS.

SITE LOCATION MAP

VALLEY FORGE CORP. CENTER, VALLEY FORGE, PA.

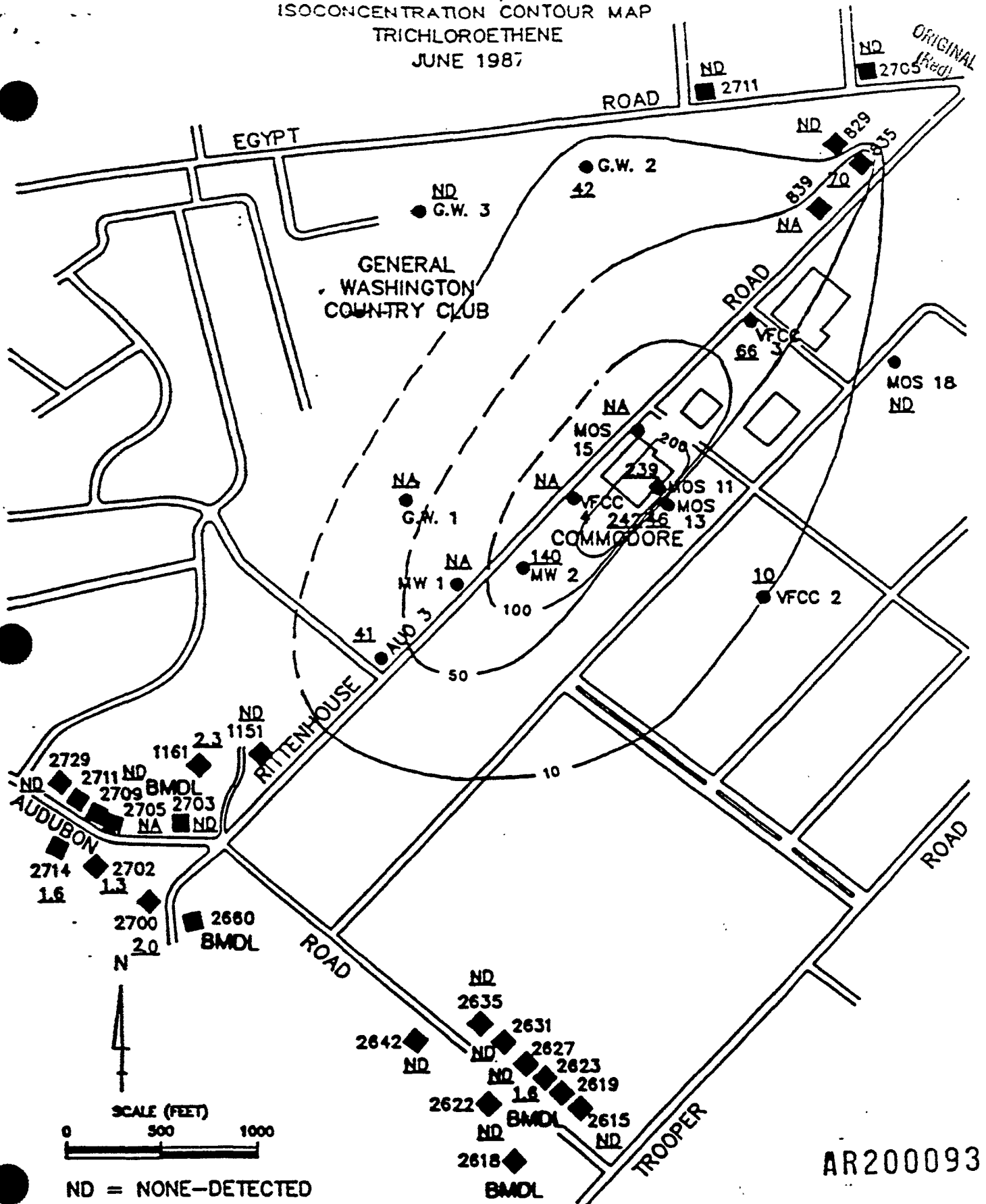
SCALE 1:24000

FIGURE 1

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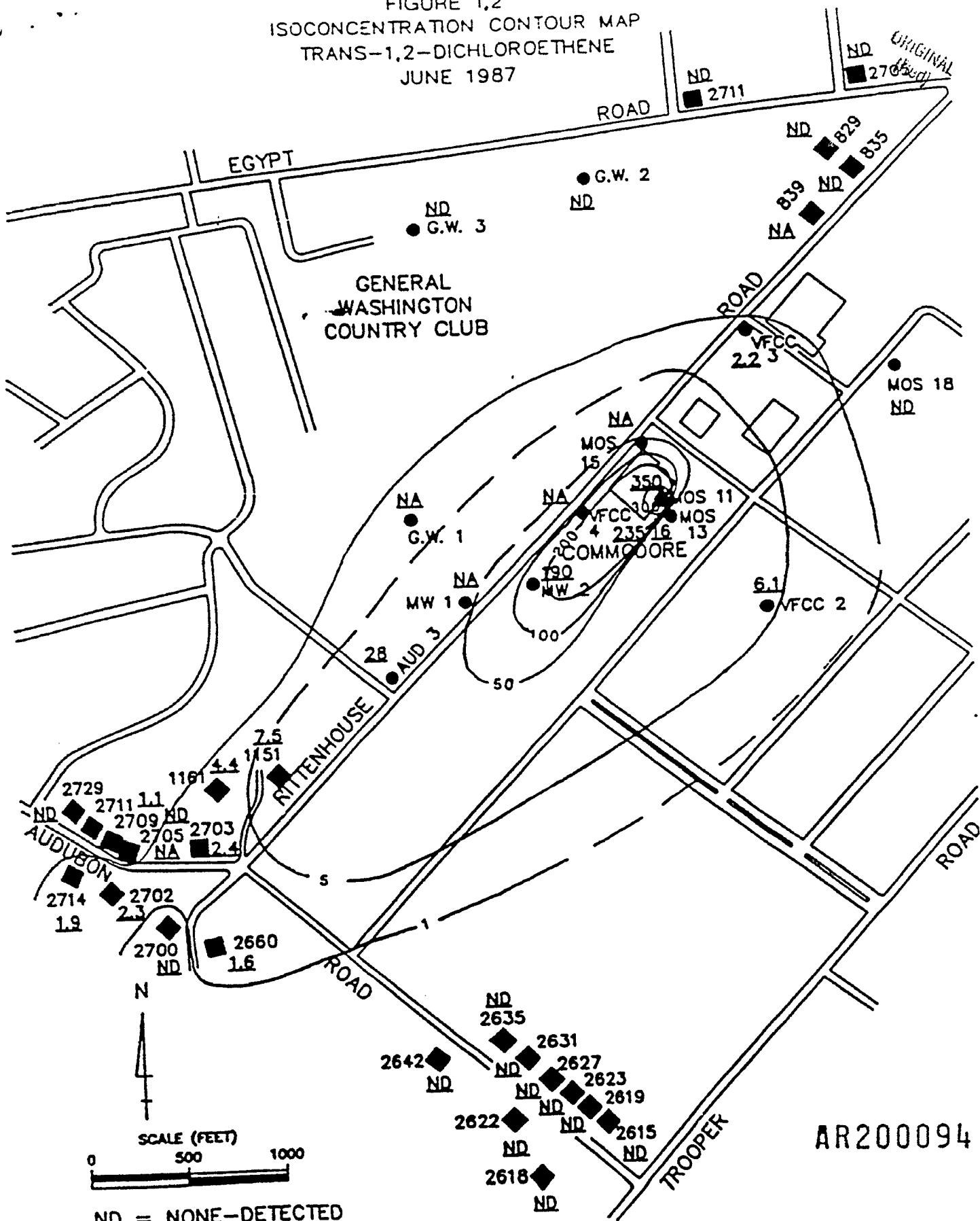


FIGURE 1.1
ISOCONCENTRATION CONTOUR MAP
TRICHLOROETHENE
JUNE 1987



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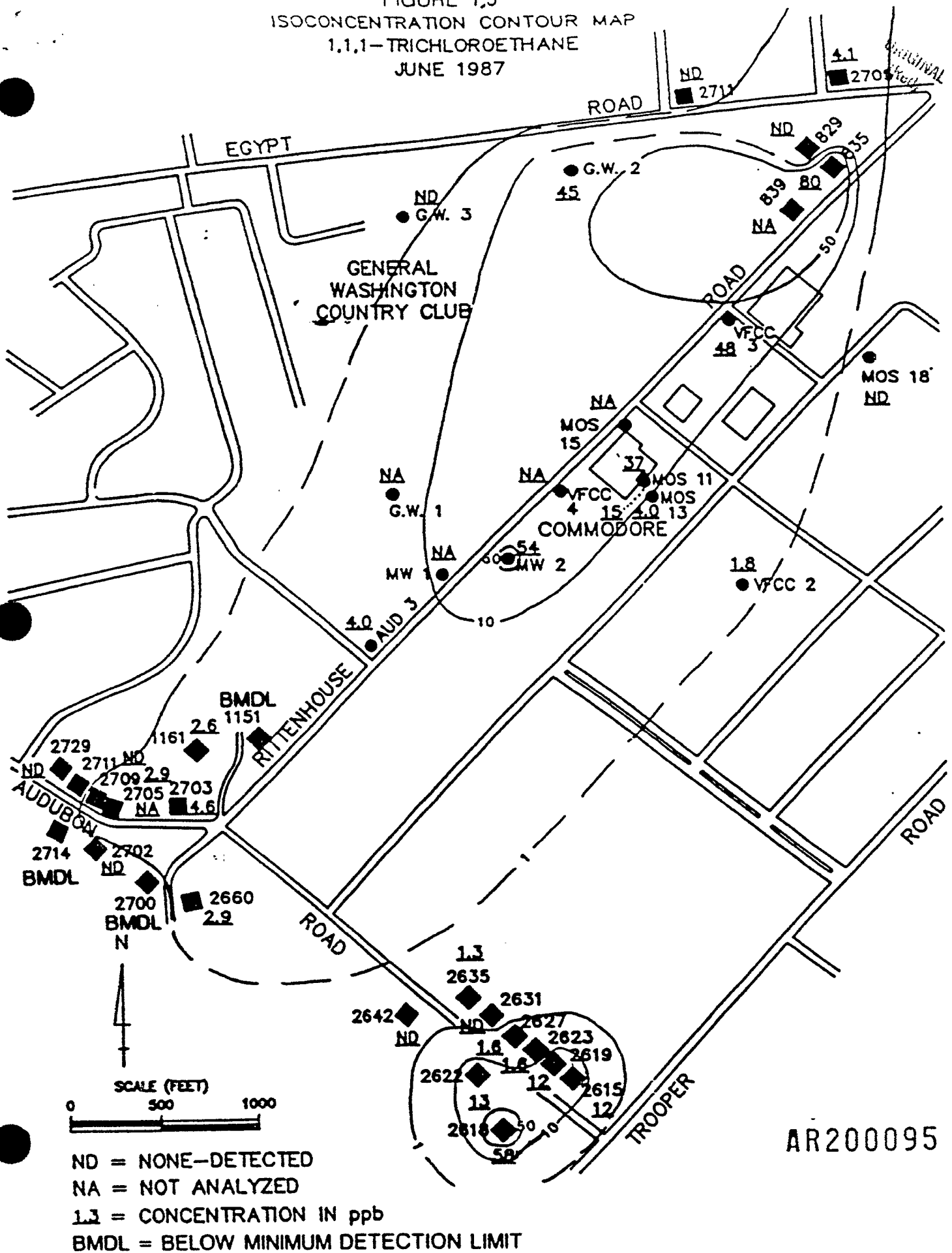
FIGURE 1,2
ISOCONCENTRATION CONTOUR MAP
TRANS-1,2-DICHLOROETHENE
JUNE 1987



ND = NONE-DETECTED
NA = NOT ANALYZED
2.3 = CONCENTRATION IN ppb
BMDL = BELOW MINIMUM DETECTION LIMIT

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FIGURE 1.3
ISOCONCENTRATION CONTOUR MAP
1,1,1-TRICHLOROETHANE
JUNE 1987



Burlington Interoffice Memo



P 3

To: Mr. Tony Tornetta
From: Greg Hughey/dsh
Subject: Underground Storage Tanks - Valley Forge

Date: 20 January 1986
CC to:

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Please complete or confirm the following and return to me:

Contents	#2 Oil	Gasoline
Volume	10,000 gals.	2,000 gals. <i>4000</i>
Year Installed	1968 <i>1975</i>	1976 <i>1968</i>
Tank Type	Steel	Steel
Status	In-service	<i>IN</i> Out of service
Inventory Method	Stick	<i>STICK</i>
Inventory Frequency	Monthly	<i>weekly</i>
Leak Detection System	None	None

This is for a Corporate Engineering survey.

Greg:

B. Hughey

100 gal tank weekly inventory with a Petrometer tank gauge Model 1329 Type 227. Monthly inventory stick method

Tony

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Burlington Industr

RP 4

May 6, 1986

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Executive Offices
P. O. Box 21207
Greensboro, North Carolina 27420

PA Dept. of Environmental Resources
Bureau of Water Quality Management
Groundwater Unit
P. O. Box 2063
Harrisburg, PA 17120

CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

Re: Notification for Underground Storage Tanks

Dear Sir:

I am enclosing a notification form for underground storage tanks at the Burlington Industries - Lees Sales Headquarters in King of Prussia, PA.

Very truly yours,

BURLINGTON INDUSTRIES, INC.

Jack H. Garrison

Jack Garrison /fh - Corp. Engineering
Corporate Engineering

JHG:fh

~~cc:~~ Harry Batty

Tony Tornette - Valley Forge - 5/8/86

For your files

Greg Hughey - Glasgow

AR200097

Notification for Underground Storage Tanks

FOR
TANKS
IN
PA

RETURN
COMPLETED
FORM
TO

PA Dept. of Environmental Resources.
Bureau of Water Quality Management/GW Unit
P.O. Box 2063
Harrisburg, PA 17120

I.D. Number STATE USE ONLY

Date Received

ORIGINAL
(Refr.)

GENERAL INFORMATION

Notification is required by Federal law for all underground tanks that have been used to store regulated substances since January 1, 1974, that are in the ground as of May 8, 1986, or that are brought into use after May 8, 1986. The information requested is required by Section 9002 of the Resource Conservation and Recovery Act, (RCRA), as amended.

The primary purpose of this notification program is to locate and evaluate underground tanks that store or have stored petroleum or hazardous substances. It is expected that the information you provide will be based on reasonably available records, or, in the absence of such records, your knowledge, belief, or recollection.

Who Must Notify? Section 9002 of RCRA, as amended, requires that, unless exempted, owners of underground tanks that store regulated substances must notify designated State or local agencies of the existence of their tanks. Owner means—

(a) in the case of an underground storage tank in use on November 8, 1984, or brought into use after that date, any person who owns an underground storage tank used for the storage, use, or dispensing of regulated substances; and

(b) in the case of any underground storage tank in use before November 8, 1984, but no longer in use on that date, any person who owned such tank immediately before the discontinuation of its use.

What Tanks Are Included? Underground storage tank is defined as any one or combination of tanks that (1) is used to contain an accumulation of "regulated substances," and (2) whose volume (including connected underground piping) is 10% or more beneath the ground. Some examples are underground tanks storing: 1. gasoline, used oil, or diesel fuel, and 2. industrial solvents, pesticides, herbicides or fumigants.

What Tanks Are Excluded? Tanks removed from the ground are not subject to notification. Other tanks excluded from notification are:

1. farm or residential tanks of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes;
2. tanks used for storing heating oil for consumptive use on the premises where stored;
3. septic tanks;

4. pipeline facilities (including gathering lines) regulated under the Natural Gas Pipeline Safety Act of 1968, or the Hazardous Liquid Pipeline Safety Act of 1979, or which is an intrastate pipeline facility regulated under State laws;

5. surface impoundments, pits, ponds, or lagoons;

6. storm water or waste water collection systems;

7. flow-through process tanks;

8. liquid traps or associated gathering lines directly related to oil or gas production and gathering operations;

9. storage tanks situated in an underground area (such as a basement, cellar, mine, or tunnel) if the storage tank is situated upon or above the surface of the floor.

What Substances Are Covered? The notification requirements apply to underground storage tanks that contain regulated substances. This includes any substance defined as hazardous in section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), with the exception of those substances regulated as hazardous waste under Subtitle C of RCRA. It also includes petroleum, e.g., crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute).

Where To Notify? Completed notification forms should be sent to the address given at the top of this page.

When To Notify? 1. Owners of underground storage tanks in use or that have been taken out of operation after January 1, 1974, but still in the ground, must notify by May 8, 1986. 2. Owners who bring underground storage tanks into use after May 8, 1986, must notify within 30 days of bringing the tanks into use.

Penalties: Any owner who knowingly fails to notify or submits false information shall be subject to a civil penalty not to exceed \$10,000 for each tank for which notification is not given or for which false information is submitted.

INSTRUCTIONS

Please type or print in ink all items except "signature" in Section V. This form must be completed for each location containing underground storage tanks. If more than 5 tanks are owned at this location, photocopy the reverse side, and staple continuation sheets to this form.

Indicate number of continuation sheets attached

I. OWNERSHIP OF TANK(S)

Owner Name (Corporation, Individual, Public Agency, or Other Entity)

Burlington Industries, Inc.

Street Address

3330 W. Friendly Ave.

County

Guilford

City

Greensboro

State

NC

ZIP Code

27420

Area Code

919

Phone Number

379-2000

Type of Owner (Mark all that apply ☒)

☒ Current

☐ State or Local Gov't

☒ Private or Corporate

☐ Former

☐ Federal Gov't (GSA facility I.D. no. _____)

☐ Ownership uncertain

II. LOCATION OF TANK(S)

(If same as Section I, mark box here ☐)

Facility Name or Company Site Identifier, as applicable

Burlington Industries - Lees Sales Hqrs.

Street Address or State Road, as applicable

1000 Adams Ave.

County

Montgomery

City (nearest)

King of Prussia

State

Pa.

ZIP Code

19406

Indicate number of tanks at this location

Mark box here if tank(s) are located on land within an Indian reservation or on other Indian trust lands

☐

III. CONTACT PERSON AT TANK LOCATION

Name (If same as Section I, mark box here ☐)

Tony Tornette

Job Title

Maintenance Supervisor

Area Code

215

Phone Number

666-7770

IV. TYPE OF NOTIFICATION

☐ Mark box here only if this is an amended or subsequent notification for this location.

V. CERTIFICATION (Read and sign after completing Section VI.)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Name and official title of owner or owner's authorized representative

Philip H. Klein, Director of Corporate Engineering

Signature

PH. H. Klein

Date Signed

11.5/86

CONTINUE ON REVERSE SIDE

VI. DESCRIPTION OF UNDERGROUND STORAGE TANKS (Complete for each tank at this location.)

Tank Identification No. (e.g., ABC-123), or Arbitrarily Assigned Sequential Number (e.g., 1,2,3...)	Tank No. 1	Tank No.	Tank No.	Tank No.	Tank No.
1. Status of Tank (Mark all that apply <input checked="" type="checkbox"/>) Currently in Use Temporarily Out of Use Permanently Out of Use Brought into Use after 5/8/86	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
2. Estimated Age (Years)	28 5/8				
3. Estimated Total Capacity (Gallons)	4000				
4. Material of Construction (Mark one <input checked="" type="checkbox"/>) Steel Concrete Fiberglass Reinforced Plastic Unknown Other, Please Specify	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5. Internal Protection (Mark all that apply <input checked="" type="checkbox"/>) Cathodic Protection Interior Lining (e.g., epoxy resins) None Unknown Other, Please Specify	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6. External Protection (Mark all that apply <input checked="" type="checkbox"/>) Cathodic Protection Painted (e.g., asphaltic) Fiberglass Reinforced Plastic Coated None Unknown Other, Please Specify	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
7. Piping (Mark all that apply <input checked="" type="checkbox"/>) Bare Steel Galvanized Steel Fiberglass Reinforced Plastic Cathodically Protected Unknown Other, Please Specify	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
8. Substance Currently or Last Stored in Greatest Quantity by Volume (Mark all that apply <input checked="" type="checkbox"/>) a. Empty b. Petroleum Diesel Kerosene Gasoline (including alcohol blends) Used Oil Other, Please Specify c. Hazardous Substance Please Indicate Name of Principal CERCLA Substance OR Chemical Abstract Service (CAS) No. Mark box <input checked="" type="checkbox"/> if tank stores a mixture of substances d. Unknown	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
9. Additional Information (for tanks permanently out of service) a. Estimated date last used (mo/yr) b. Estimated quantity of substance remaining (gal.) c. Mark box <input checked="" type="checkbox"/> if tank was filled with inert material (e.g., sand, concrete)	<div style="border: 1px solid black; width: 100px; height: 100px; position: relative;"> <div style="position: absolute; top: 0; left: 0; right: 0; bottom: 0; border: 2px solid black; transform: rotate(45deg); transform-origin: center;"></div> </div>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

AR200099

Burlington Interoffice Memorandum



To: FILE

Date: July 24, 1981

GENERAL
1000

From: H.H. Ritter/egm

cc to: C.C. Deardorff
B. Bailey

Subject: Audubon Water Company Test Well

Was contacted July 23rd by Phil McKenna of Robert E. Lamb, concerning the Audubon Water Company's request for a test well on our property. Malcolm and I met with Phil McKenna and received a complete explanation of the ground water contamination problem and the plan to correct the problem.

In order to correct the problem, Audubon Water Company needs to drill a 6" diameter test well on our property. We looked at the stake in our lawn placed there by the Audubon Water Company consulting Geologist. The stake is about 15 feet south of our north hedge line about 100 feet east of Rittenhouse Road. We agreed to request that Audubon Water Company change its staked location to the North side of our hedge line. Phil explained that the well would be about 200 feet. It would stand about 18" off the ground as a 6" casing with a cap. The well would be used for monitoring only. It might be in service for a number of years. Phil indicated that Robert E. Lamb would guarantee that any damage or disturbance to our property would be corrected.

It was agreed that Phil McKenna would contact the Audubon Water Company to move their proposed test well location and to send me a formal request for permission. The request for permission should be thorough in terms of specifications, responsibility, supervising agencies and other terms. On receipt of the formal request I will then review the matter with Burlington Legal Department for further advice that would lead towards a formal agreement.

Phil explained that the test well would work in conjunction with another test well to be put on the west side of Rittenhouse Road. Test wells would be used to monitor the water before it reaches Audubon's wells #3 and #5 which are near the corner of Rittenhouse Road and Lantern Lane. This is also in conjunction with the plan to continuously pump water from the Corporate Center's well #4 at the northwest corner of our property. That well would be pumped to the Golf Course for them to use for spraying on a 24 hour day, 7 day a week basis, in an effort to clear the contamination from the well and surrounding area.

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(Red)

A G R E E M E N T

This agreement entered into this 31st day of July, 1981 by and between Burlington Industries, Inc. ("BI") a Delaware corporation with its principal place of business in Greensboro, North Carolina, Moorshead-Siddiqui and Associates ("Moorshead") of St. Michaels, MD. , and the Audubon Water Company ("Audubon") of Fairview Village, Pa.

W I T N E S S E T H:

WHEREAS Moorshead and Audubon have requested permission of BI to drill a six inch diameter observation well on BI's Lees Carpet Division property in Audubon, Pennsylvania, as part of an on-going program to help rehabilitate a contaminated underground aquifer in order to allow Audubon the possibility of resuming operation of two of their production wells on Rittenhouse Road; and Lantern Lane, Lower Providence Township, Montgomery County, Pa.;

WHEREAS BI is desirous of cooperating with federal and state agencies, local water companies and the community in efforts to overcome water contamination problems;

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NOW, THEREFORE, it is contracted and agreed that for ten dollars (\$10.00) and other good and valuable considerations paid by Moorshead and Audubon to BI, receipt of which hereby acknowledged, BI hereby grants Moorshead and Audubon a license to enter onto BI's property for the purpose of drilling an approximately six inch diameter observation well, approximately 250 feet deep, located approximately 104 feet east from the center of Rittenhouse Road and 8 feet north from the hedge line bordering the north side of the BI north parking lot under the following terms and conditions:

a. The term of this license is two years, but will be automatically extended until such time as BI gives Moorshead ninety (90) days written notice of its termination.

b. Moorshead and/or Audubon shall have access to BI's property at all reasonable times for the purpose of constructing said well and, from time to time, for well monitoring; provided, however, notice is given to appropriate management personnel of BI before entering property, and that activities by Moorshead and/or Audubon, their employees, agents or subcontractors on BI's property

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in no way interferes with BI's business activities on said property;

c. All landscape shall be returned to the condition it was in before any drilling activities took place;

d. All equipment, tools, materials, vehicles and/or articles required for Moorshead's and/or Audubon's performance of this agreement shall be furnished by Moorshead and/or Audubon, shall be maintained in good condition, and replaced when necessary at Moorshead's and/or Audubon's expense.

e. Moorshead and Audubon hereby agreed to fully comply with all applicable laws, ordinances, rules, regulations and orders of all federal, state and local governmental bodies and, upon request, Moorshead and Audubon shall furnish BI with certificates of compliance. Moorshead and Audubon, jointly and severally, expressly agree to indemnify and hold harmless BI, its successors and assigns, from any liability, damages, fines or penalties resulting from the failure of Moorshead and/or Audubon to comply with all applicable federal, state, or local laws, ordinances, rules, regulations, or orders as set out hereinabove.

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f. Except to the extent that any injury or damage is due solely and directly to BI's negligence, Moorshead and Audubon, jointly and severally, agree to indemnify and hold harmless BI, its successors and assigns, against all suits at law or in equity and from all damages, claims and demands arising out of the death or injury, to any person or damage to any property alleged to have resulted from the drilling of said well or activities in pursuance of the same regardless of whether such damage or injury occurs on or off BI property and regardless of whether Moorshead and/or Audubon were negligent, and, upon the tendering of any suit or claim to Moorshead and/or Audubon, to defend the same at Moorshead and/or Audubon's expense as to all costs, fees and damages, including attorney's fees.

At such time as Moorshead and/or Audubon's agents, employees or subcontractors enter upon the premises of BI, Moorshead and/or Audubon shall take all necessary precautions to prevent injury or death to any persons or damage to property, arising out of acts or omissions of such agents, employees, or subcontractors, and except to the extent that any such injury or damage is attributable solely

AR200104

ORIGINAL
FILED

and directly to BI's negligence, shall, jointly and severally, indemnify, defend and hold BI, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, arising out of any act or omission of Moorshead and/or Audubon, its agents, employees or subcontractors. Moorshead and Audubon shall maintain and require its subcontractors to maintain (a) public liability and property damage insurance (including contractual liability), both general and vehicle, in amount sufficient to cover obligations set forth above; (b) workmen's compensation and employers liability insurance covering all employees engaged in the performance of this agreement. Moorshead and Audubon shall furnish, upon BI's request, certificates evidencing such insurance.

g. The rights and obligations set out in this agreement may not assigned by Moorshead or Audubon without BI's prior written consent.

h. Upon completion of the project or the termination of this agreement, Moorshead and Audubon shall take all necessary measures to properly abandon the well, to

AR200105

remove above-ground pipes and other materials, and otherwise return the property to the condition it was in prior to the activities licensed under this agreement.

i. All information, drawings, specifications or other data furnished by BI to Moorshead and/or Audubon, or which may come into Moorshead and/Audubon's knowledge because of the activities on BI's property, shall be considered proprietary, and Moorshead and/or Audubon shall keep confidential all such information, drawings, specifications, data, or other information unless this requirement is waived expressly in writing by BI, and will return the same, including all copies, upon request.

j. The rights granted herein by BI and the obligations imposed herein upon Moorshead and Audubon shall in all cases be considered both joint and several as between Moorshead and Audubon.

k. Each and every term and condition of this agreement is deemed to be of the essence. After acceptance, the terms contained in this agreement, with any attachments, will constitute the entire and only agreement of the parties

AR200106

ORIGINAL
(H&S)

and will supersede all prior discussions, writings, representations, oral agreements and understandings. Any change, modification of, revision of, or waiver of this agreement, in whole and part, irrespective of whether such different or additional terms or condition materially alters this agreement, will be invalid and rejected unless specifically agreed to in writing by Bl.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

BURLINGTON INDUSTRIES, INC.

By: _____

MOORSHEAD-SIDDIQUI AND ASSOCIATES

By: Sh. Siddiqui

AUDUBON WATER COMPANY

By: [Signature]

AR200107

Greg Hill.

900 W. Valley Forge Road

P.O. Box 859

Valley Forge, Pennsylvania 19482

Telephone 215 265-2700 or 783-7480

ORIGINAL
(Red)

September 24, 1981
 Ref: #5733-040-26018

Mr. Tim Jolly
 Pennsylvania Department of
 Environmental Resources
 1875 New Hope Street
 Norristown, PA 19401

Dear Tim:

The purpose of this letter is to outline the proposed use of the VFCC Well #4 in the TCE clean-up effort at Commodore-MOS, Inc. On July 8 and 9, 1981, a 24-hour test was run at Well #4, spraying water from the well through a sprinkler head. Samples were taken from the well and from the ground where the water from the sprinkler fell. The following table summarizes the results:

Elapsed Time	Sample Location	Concentrations, ppb			
		TCE	1,1,1 Trichloroethane	Chloroform	PCE
20 min.	Well	1800	49	0	74
	Spray	160	4.3	0	7.5
1 hr.	Well	1700	55	0	67
	Spray	160	5.9	0	7.1
3 hr.	Well	1400	55	0	47
	Spray	172	6.4	0	6.9
8 hr.	Well	1600	84	0	49
	Spray	134	8.1	0	5.3
15 hr.	Well	1200	75	0	37
	Spray	120	8.6	0	4.0
24 hr.	Well	1200	74	0	31
	Spray	130	9.0	0	4.1

TCE removals ranged from 87.7% to 91.6%, with similar percent removals for other constituents.

Based on the positive nature of those results, it is proposed that water from VFCC Well #4 be sprayed on the field adjacent

AR200108

September 24, 1981
Ref: #5733-040-26018
Mr. Tim Jolly
Page 2

ORIGINAL
(Red)

to the Commodore-MOS property (to the southwest), using sprinklers similar to those used in the testing. The enclosed sketch outlines the proposed spraying scheme. Spray rates will be approximately 140 gallons per minute, which translates to a rate of .18 inches per hour, if spraying is continuous. Spraying will be continuous at first, and the site will be closely monitored. If the soils becomes saturated, the spray rates will be reduced through staggered pumping hours and/or through the use of more restrictive nozzles on the sprinkler heads. Also, sprinkling will not occur during any substantial rainfall.

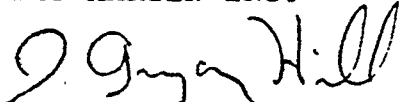
When the system is activated, water levels in the pumping well and adjacent wells will be measured as in a pump test. (However, if problems arise in bringing the system to proper pressure and flow rate equilibrium, the pump test aspect of this start-up may be postponed to a later date.) Also, samples of the untreated well water and spray water will be taken as in the earlier test, and analyzed for TCE and related compounds. Also, selected wells (including several on the MOS property and the two monitor wells recently drilled by Audubon Water Company) will be sampled before the spraying and weekly thereafter to monitor the changes in ground-water quality. This monitoring will continue weekly until all parties agree that the monitoring can be reduced in frequency.

Spraying will continue until the next phase of aquifer clean-up is initiated (anticipated to be a stripper operation at VFCC Well #4). It is anticipated that spraying will be discontinued at times during the winter months, due to the possibility of ice buildup. Hopefully, spraying with no major interruptions will be possible through December 1981.

If you should have any questions, please do not hesitate to contact us.

Very truly yours,

SMC MARTIN INC.

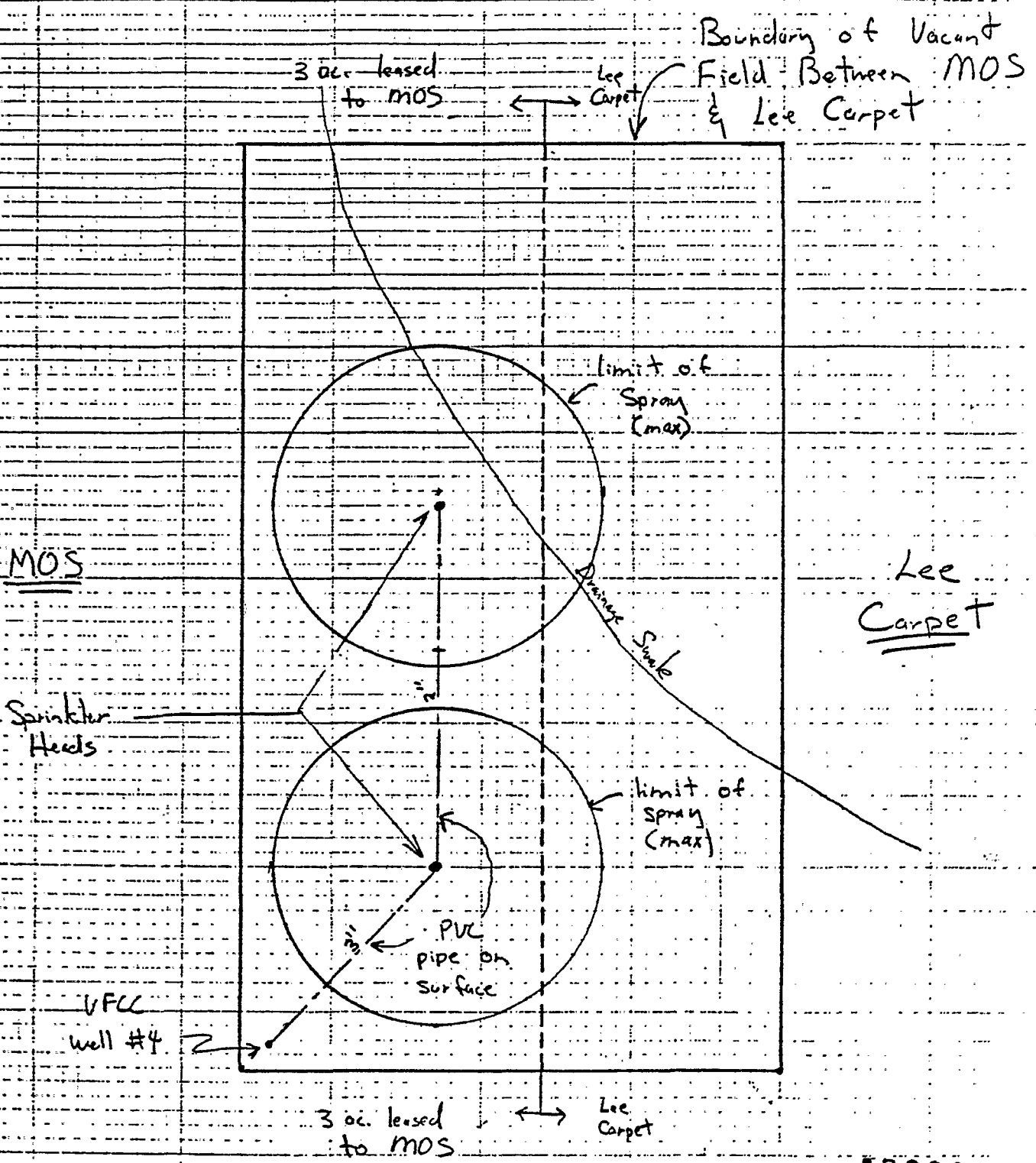

J. Gregory Hill, P.E.
Hydrogeologist

JGH/bf
Enclosure
LTR76 E/2

AR200109

cc: Rich Fuller, Commodore-MOS

ORIGINAL
P



1" = 100' AR200110

Proposed Spraying Scheme



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL RESOURCES
1875 New Hope Street
Norristown, PA 19401
215 631-2405



October 2, 1981

SMC Martin

Mr. Richard Fuller
Commodore MOS Inc.
950 Rittenhouse Road
Norristown, PA 19404

Dear Mr. Fuller:

We have reviewed your consultant's proposal as outlined in the letter of September 24, 1981 to myself from Greg Hill. It is proposed to use VFCC Well No. 4 as a recovery/interceptor well for TCE/PCE contaminated groundwater. The treatment scheme is to use air stripping of sprayed water pumped from Well No. 4 at an approximate rate of 140 gallons per minute through two spray nozzles. The spray site will be a 5 acre area to the southwest of your building and will include a portion of the Lee Carpet property.

Monitoring of this recovery system is proposed. However, I think that further clarification of what we will expect is in order:

1. Before start-up. Water level measurements in at least the following wells: VFCC Well No. 4, 2 Lee Carpet monitoring wells, original recovery well, 2 to 3 of the original monitoring wells, and VFCC Well No. 3.
2. After start-up.
 - a. Water level measurements in the above wells as would be appropriate in a normal pump test.
 - b. Before spray and after spray samples for TCE and PCE on a daily basis for a period of one week and on a weekly basis thereafter.
 - c. Samples of the drainage swale on a daily basis if a flow can be observed and on a weekly basis thereafter.
 - d. Samples of selected monitoring wells on MOS, VFCC, and Lee Carpet properties on an initial and weekly basis.

It is understood that revisions to this recovery system and the monitoring program may have to be made as the recovery operation progresses.

AR200111

Mr. Richard Fuller

October 2, 1981

- 2 -

ORIGINAL
FILE

It is also understood that this spray recovery system is temporary until a more efficient system, such as a stripping tower, can take its place. It is now anticipated that a new system can be put in place by January 1982.

With the above conditions, the proposal is satisfactory to the Department.

If you have any questions, please do not hesitate to contact either myself or Bob Young at 631-2409.

Very truly yours,



WILLIAM H. JOLLY, III
Water Quality Compliance Specialist

cc: Greg Hill, SMC-Martin
R. Young
Valley Forge Corporate Center
Audubon Water Company
W. Stanley
Ce Re 30 MJ159

AR200112

CERTIFIED MAIL
RETURN RECEIPT

ORIGINAL
FILED

June 10, 1983

Mr. Tucker Moorshead
Moorshead-Siddiqui & Associates
200 S. Talbot Street
St. Michaels, MD 21663

Dear Mr. Moorshead:

The agreement of July 31, 1981 for an Observation Well on our property, expires July 31, 1983.

The agreement provides: "all landscape shall be returned to the condition it was before the drilling activities took place." Please comply with this provision of the agreement unless there is cause to extend the agreement.

Should there be a cause for extending the agreement, please advise the justification and the length of time required.

Look forward to your prompt reply.

Sincerely,

HHR:egm

cc: Audubon Water Co.

Phil McKenna/Robert Lamb

Valley Forge Corporate Center

Valley Forge, Pa. 19481

H. Hansell Ritter

Office Services Manager

Audubon Water Co. - Certified Mail, return receipt
2960 Germantown Pike
Fairview Village, Pa. 19409

6/15 from Jackie Schiner Ass'n Sec. Treas. Audubon Water Co.

AR200113

P 360 671 381 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
 NOT FOR INTERNATIONAL MAIL
 (See Reverse)

SENT TO		Audubon W. Co.	
STREET AND NO.		2960 Germantown	
P.O. STATE AND ZIP CODE		Fairview Village Pa.	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢	
	SPECIAL DELIVERY	¢	
	RESTRICTED DELIVERY	¢	
	OPTIONAL SERVICES		
	RETURN RECEIPT SERVICE		
	SHOW TO WHOM AND DATE DELIVERED	¢	
SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢		
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢		
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢		
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE			
6/14/83 Mr. Rottier			

PS Form 3800, Apr. 1976

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.		
1. The following service is requested (check one). <input type="checkbox"/> Show to whom and date delivered.....¢ <input type="checkbox"/> Show to whom, date, and address of delivery.....¢ <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered.....¢ <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery. \$____ (CONSULT POSTMASTER FOR FEES)		
2. ARTICLE ADDRESSED TO: Audubon W. Co. Office 2960 Germantown Fairview Village, Pa. 19409		
3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. 671-381		
(Always obtain signature of addressee or agent) I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent		
4. DATE OF DELIVERY 6/13/83		
5. ADDRESS (Complete only if requested)		
6. UNABLE TO DELIVER BECAUSE:		
CLERK'S INITIALS [Signature]		

PS Form 3811 AUG. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO : 1978-272-93

P 360 671 382 RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
 NOT FOR INTERNATIONAL MAIL
 (See Reverse)

SENT TO		Moorshead Siddiqui	
STREET AND NO.		200 S. Talbot St	
P.O. STATE AND ZIP CODE		St. Michaels Md 21663	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢	
	SPECIAL DELIVERY	¢	
	RESTRICTED DELIVERY	¢	
	OPTIONAL SERVICES		
	RETURN RECEIPT SERVICE		
	SHOW TO WHOM AND DATE DELIVERED	¢	
SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢		
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢		
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢		
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE			
6/11/83 Mr. Rottier			

PS Form 3800, Apr. 1976

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.		
1. The following service is requested (check one). <input checked="" type="checkbox"/> Show to whom and date delivered.....¢ <input type="checkbox"/> Show to whom, date, and address of delivery.....¢ <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered.....¢ <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery. \$____ (CONSULT POSTMASTER FOR FEES)		
2. ARTICLE ADDRESSED TO: MR. TRUCKER Moorshead Siddiqui & Assoc 200 S. Talbot St St. Michaels, Md. 21663		
3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. 671382		
(Always obtain signature of addressee or agent) I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent		
4. DATE OF DELIVERY 6/13/83		
5. ADDRESS (Complete only if requested)		
6. UNABLE TO DELIVER BECAUSE:		
CLERK'S INITIALS [Signature]		

PS Form 3811 AUG. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

☆ GPO : 1978-272-932

EARTH DATA INCORPORATED

ENVIRONMENTAL CONSULTANTS

ST. MICHAELS, MARYLAND AND WEST CHESTER, PENNSYLVANIA

ORIGINAL
(Red)

605 S. TALBOT STREET
ST. MICHAELS, MARYLAND 21663

301-745-5046

June 17, 1983

Mr. H. Hansell Ritter
Office Services Manager
Burlington Industries Inc.
Valley Forge Corporate Center
King of Prussia, Pennsylvania 19406

SUBJECT: Audubon Water Company Observation Well
Agreement.

Dear Mr. Ritter:

Thank you for your letter of June 10, 1983, reminding us of the expiration of the observation well agreement on July 31, 1983. Since Commodore MOS is still in the process of trying to clean-up the aquifer and the monitoring well on Burlington Industries' property is part of a sampling network to monitor that activity, we would greatly appreciate your extending the agreement to allow us to use the well for an additional two years.

Please note that we have changed the name of our firm from Moorshead-Siddiqui and Associates to Earth Data Incorporated.

Thank you for your cooperation in this matter.

Very truly yours,

Tucker Moorshead

Tucker Moorshead
Hydrogeologist

TM:lf

cc: Audubon Water Company
Phil McKenna - Robert E. Lamb, Inc.

AR200115

ORIGINAL
(Rec)

July 7, 1983

Mr. Tucker Moorshead, Hydrogeologist
Earth Data Incorporated
605 S. Talbot Street
St. Michaels, MD 21663

Dear Mr. Moorshead:

Burlington Industries, Inc. extends to Earth Data Incorporated and Audubon Water Company, a one-year extension to the Observation Well agreement of July 31st, 1981. At the end of the one-year, the situation can be reviewed to determine the need for a second year as requested by your letter of June 17th.

All conditions of the agreement continue without change.

We are hopeful that the situation can be significantly improved within the next year.

Sincerely,

HHR:egm

cc: Audubon Water Co.

P. McKenna/Robert Lamb

M. Kerans/3330

D. Bryan/3330 Legal

B. Bailey

H. Hansell Ritter
Office Services Manager

copy of June 17th letter with Bryan's copy

AR200116

Hold for 7/23/84

CERTIFIED MAIL - RETURN RECEIPT

*ORIGINAL
1984*

July 5, 1984

Mr. Tucker Moorshead, Hydrogeologist
Earth Data Incorporated
605 S. Talbot Street
St. Michaels, MD 21663

Dear Mr. Moorshead:

The agreement of July 31st, 1981 for an Observation Well on our property expires July 31st, 1984. This is as provided in the one year extension, per my letter of July 7, 1983.

The agreement provides: "all landscape shall be returned to the condition it was before drilling activities took place." Please comply with this provision of the agreement, unless there is cause to extend the agreement.

Should there be cause to extend the agreement, please advise the justification, and the length of time required.

Look forward to your reply.

Sincerely,

HHR:egm
cc: Audubon Water Co.

H. Hansell Ritter
Office Services Manager

1/c 7/27 with Tucker. He will send letter regarding 1 more year. Case is scheduled in court this Fall. He will also request to drill a 2nd well. ^{He agreed} to not in Sept. to agree on a site.

AR200117

P 360 671 502

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		ADDISON WATER CO.	
STREET AND NO.		2960 GERMANTOWN PIKE	
P.O., STATE AND ZIP CODE		FAIRVIEW VILLAGE, PA. 19409	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢	
	SPECIAL DELIVERY	¢	
	RESTRICTED DELIVERY	¢	
	OPTIONAL SERVICES		
	RETURN RECEIPT SERVICE		
	SHOW TO WHOM AND DATE DELIVERED	¢	
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢	
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢	
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢	
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE			
MR. RITTER 7/5/84			

PS Form 3800, Apr. 1976

PS Form 3811 AUG. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.	
1. The following service is requested (check one). <input type="checkbox"/> Show to whom and date delivered. <input type="checkbox"/> Show to whom, date, and address of delivery. <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered. <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery. \$ (CONSULT POSTMASTER FOR FEES)	
2. ARTICLE ADDRESSED TO: Addison Water Co. 2960 Germantown Pike Fairview Village, Pa. 19409	
3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. P360671502 (Always obtain signature of addressee or agent)	
I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent P. Ritter	
4. DATE OF DELIVERY JUL 07 1984	
5. ADDRESS (Complete only if requested) POSTMARK EAGLEVILLE PA JUL 6 1984 6 AM	
6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS.	

☆GPO : 1978-272-932

P 360 671 501
RECEIPT FOR CERTIFIED MAILNO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		TUCKER MOORSHEAD	
STREET AND NO.		605 S. TAYLOR ST.	
P.O., STATE AND ZIP CODE		ST. MICHAELS, MD. 21663	
POSTAGE		\$	
CONSULT POSTMASTER FOR FEES	CERTIFIED FEE	¢	
	SPECIAL DELIVERY	¢	
	RESTRICTED DELIVERY	¢	
	OPTIONAL SERVICES		
	RETURN RECEIPT SERVICE		
	SHOW TO WHOM AND DATE DELIVERED	¢	
	SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY	¢	
	SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY	¢	
	SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY	¢	
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE			
MR. RITTER 7/5/84			

PS Form 3800, Apr. 1976

PS Form 3811 AUG. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 3. Add your address in the "RETURN TO" space on reverse.	
1. The following service is requested (check one). <input type="checkbox"/> Show to whom and date delivered. <input type="checkbox"/> Show to whom, date, and address of delivery. <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered. <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery. \$ (CONSULT POSTMASTER FOR FEES)	
2. ARTICLE ADDRESSED TO: MR. TUCKER MOORSHEAD EARTH DATA INC. 605 S. TAYLOR ST. St. Michaels, Md. 21663	
3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. P360671501 (Always obtain signature of addressee or agent)	
I have received the article described above. SIGNATURE <input type="checkbox"/> Addressee <input type="checkbox"/> Authorized agent T. Moorshead	
4. DATE OF DELIVERY 7-7-84	
5. ADDRESS (Complete only if requested) POSTMARK ST. MICHAELS MD JUL 7 1984	
6. UNABLE TO DELIVER BECAUSE: CLERK'S INITIALS.	

☆GPO : 1978-272-932



**Earth
Data
Incorporated**

GROUND WATER AND ENVIRONMENTAL CONSULTANTS
ST. MICHAELS, MARYLAND AND WEST CHESTER, PENNSYLVANIA

September 10, 1984

Mr. H. Hansell Ritter CAM
Office Services Manager
Lees Carpets Division of
Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia, PA 19406

SUBJECT: Request to extend agreement and permission to
drill 2nd observation well on Burlington Industries
Inc. property

Dear Mr. Ritter:

Thank you for your letter of July 5, 1984. As we discussed in our telephone conversation in early August, the 6-inch diameter observation well on Burlington Industries Inc. property is still being used as part of a monitoring network to access ground-water quality conditions in the vicinity of the Valley Forge Corporate Center. Therefore, on behalf of the Audubon Water Company we hereby request that our agreement of July 31, 1981 be extended until July 31, 1985.

Data collected from the well and surrounding area indicates that it will be necessary to construct a second 6-inch diameter well on Burlington Industries Inc. property. The tentative location of the second well is designated on the attached map. The exact location can be designated in the field with a stake and discussed with you during an on-site meeting. The well would be constructed in exactly the same manner as the first well and the provision of the July 31, 1981 agreement would, of course, be extended to include the second well. Therefore, on behalf of the Audubon Water Company we request permission to construct the second well.

Evan Henry of our West Chester office will be making arrangements for drilling. He will be available to meet with you to answer any questions that you might have.

AR200119

Page 2

Mr. H. Hansell Ritter CAM
September 10, 1984

RECEIVED
SEP 11 1984

Please note that we have changed the name of our firm from Moorshead-Siddiqui and Associates to Earth Data Incorporated.

We very much appreciate your cooperation in this matter. If you have any questions please do not hesitate to contact us.

Very truly yours,

Tucker Moorshead

Tucker Moorshead
President

TM:lj

cc: Martha Russell - Audubon Water Company
Evan Henry - Earth Data Inc.
Michael Clement - Attorney for Audubon Water Company

AR200120

FOOTNOTE ON INTERNAL COPIES: If any receipt knows of any reason why we should not proceed, or if there are any comments, please advise by September 20th.

September 13, 1984

Mr. Tucker Moorshead, President
Earth Data Incorporated - 605 South Talbot Street
St. Michaels, Md 21663

SUBJECT: Extension of Observation well agreement of
July 31, 1981 and discussion of a second
observation well on Burlington Industries,
Inc property, yours of September 10.

Dear Mr. Moorshead:

Burlington Industries, Inc. extends to Earth Data Inc. and Audubon Water Company, a second year extension to the Observation Well agreement of July 31, 1981. The agreement will expire July 31, 1985. During July of 1985, or sooner, we should review the matter again.

To consider a second Observation Well, recommend that Evan Henry make an appointment with me to choose an exact location. We also need to review the security of the first well, and possible second well. The present well cover is unlocked. The original lock is missing.

Please also have your insurance carrier send to my attention, an Insurance Certificate in the favor of Burlington Industries, Inc. This is proper in that your employees and others at your direction, will be on our property.

Sincerely,

H. Hansell Ritter

H. Hansell Ritter
Office Services Manager

HHR:egm

cc: Martha Russell/Audubon
Water Company

Evan Henry/Earth Data Inc.

Michael Clement, Atty for Water Company

Mickey Kerans/3330

D. Bryan/3330 Legal

C.C. Deardorff

B. Bailey

AR200121

ACORD CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
9-18-84

PRODUCER

The Avon-Dixon Agency, Inc.
P.O. Box 1588
Easton, MD 21601

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	Reliance Insurance Company
COMPANY LETTER B	Planet Insurance Company
COMPANY LETTER C	Northbrook Excess and Surplus Insurance Company
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

Earth Data Incorporated
P.O. Box 461
St. Michaels, MD 21663

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	CI 5024810	10/15/84	10/15/85	BODILY INJURY	\$ 500	\$ 500
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$ 100	\$100
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$	\$
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
L	<input checked="" type="checkbox"/> PERSONAL INJURY	BA3748918	6/19/84	6/19/85	BODILY INJURY (PER PERSON)	\$	
	AUTOMOBILE LIABILITY				BODILY INJURY (PER ACCIDENT)	\$	
	<input checked="" type="checkbox"/> ANY AUTO				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				BI & PD COMBINED	\$ 300	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)						
	<input checked="" type="checkbox"/> HIRED AUTOS						
X	<input checked="" type="checkbox"/> NON-OWNED AUTOS	LU400436	6/19/84	6/19/85	BI & PD COMBINED	\$ 1,000	\$ 1,000
	<input type="checkbox"/> GARAGE LIABILITY						
X	EXCESS LIABILITY	CC9387513	3/23/84	3/23/85	STATUTORY	\$ 100 (EACH ACCIDENT)	
	<input checked="" type="checkbox"/> UMBRELLA FORM					\$ (DISEASE-POLICY LIMIT)	
X	<input type="checkbox"/> OTHER THAN UMBRELLA FORM	77-0289C	5/16/84	5/16/85		\$ (DISEASE-EACH EMPLOYEE)	
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY						
OTHER							
Prof. Liab.						1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

MR. H. HANSELL RITTER
Burlington Industries, Inc.
Valley Forge Corp. Center
King of Prussia, PA 19406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Burlington Industries, Inc.



Valley Forge Corporate Center
King of Prussia, Pennsylvania 19406-0902
215 666-7770

April 19, 1985

Mr Robert Miller
Commodore Semiconductor Systems
950 Rittenhouse Road
Norristown, Pa. 19403

Dear Bob:

Attached are copies of the documents in my file relating to the first observation well that is now on your property, as we discussed on Thursday.

I will continue to hold the original documents, since they also apply to a second well, which has been drilled on our property.

By separate letter, copy attached, I am notifying Mr. Tucker Moorshead, and Martha Russell of the transfer of the first well to Commodore.

Sincerely,

H. Hansell Ritter

H. Hansell Ritter
Office Services Manager

HHR:egm
att.

FILE COPY

AR200123

MOORSHEAD-SIDDIQUI AND ASSOCIATES

ENVIRONMENTAL CONSULTANTS

ST. MICHAELS, MARYLAND AND WEST CHESTER, PENNSYLVANIA

ORIGINAL
12

REPLY TO:

200 S. TALBOT STREET
ST. MICHAELS, MD. 21663
301-745-9100

104 E. MARKET, SUITE - 3
WEST CHESTER, PA. 19380
215-436-4773

PP 5A

July 23, 1981

H. Hansell Ritter CAM
Office Service Manager
Lees Carpets Division of
Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia, PA 19406

Subject: Permission to drill observation well on Lees Carpets property

Dear Mr. Ritter:

Following a phone conversation with Mr. Phil McKenna, Valley Forge Corporate Center Water Company we are hereby requesting permission to drill a 6-inch diameter observation well on Lees Carpets property. The observation well will be constructed as part of an on-going program to help rehabilitate a contaminated underground aquifer and to allow the Audubon Water Company to possibly resume operation of two of their production wells on Rittenhouse Road. The well would be approximately 250 feet deep.

Drilling would require access of a truck mounted drilling rig and would require approximately 10-12 hours of on site work. Upon completion only a 6 inch diameter metal pipe, 3 feet high and equipped with a locking well cap would be visible above ground. The area surrounding the well would be returned to existing conditions immediately upon completion of the well. At your request the site for the well has been moved a short distance to the other side of an existing hedgerow. Access to this site appears to be no problem for it is situated on the edge of an unused field. Once the well is completed we will also request permission to visit the well from time to time to make necessary measurements. The visits would be of short duration and would not disturb the area surrounding the well in any way.

It is estimated that access to the well may be needed for at least 2 years. Upon completion of its usefulness to the on-going program we will notify you and properly abandon the well if so directed.

The Audubon Water Company and Moorshead-Siddiqui and Associates will be responsible for the proper construction and maintenance of this well and absolve Lees Carpets from any responsibility or liability concerning its construction, use and subsequent abandonment.

AR200124

ORIGINAL
(Red)

We very much appreciate your cooperation in this matter. If you have any questions please do not hesitate to contact us.

Very truly yours,

Tucker Moorshead
SHS

Tucker Moorshead P.G.
Hydrogeologist

TM/jr

cc: Phil McKenna, VFCC Water Co.
Audubon Water Company
Bob Young, DER, *Novelstown*
Paul Yaniga, Groundwater Technology Inc. *for VFCC*
Greg Hill, SMC-Martin - *for MOS*
Shams Siddiqui

AR200125

VFCC WATER COMPANY

P.O. BOX 821

VALLEY FORGE, PENNSYLVANIA 19482

666-9200

2

A 5 B

CONFIDENTIAL
1982

MOS Technology
950 Rittenhouse Road
Valley Forge Corporate Center
Norristown, Pa. 19403

ATTENTION: Richard Fuller

Re: Operation and Use of VFCC Water Company Well #4


Dear Rich:

As part of the ongoing TCE Clean Up Program approved by the Pennsylvania Department of Environmental Resources, the VFCC Water Company agrees to utilize our Well #4 (located east of Rittenhouse Road just south of MOS's property) as its primary water source.

This generally means that VFCC Water Company will furnish, install and maintain a 150-200 gpm pump, a chlorination system, and all the necessary piping, meters, etc. to tie this well into the existing water distribution system. We will also operate and maintain a TCE Air Stripper which MOS along with SMC Martin will design, furnish, install and tie into the VFCC Water Company distribution system. It is understood that the Air Stripper will be located near Well #4.

MOS will furnish, install and deed to VFCC Water Company the 250 gpm Air Stripper which will remove sufficient quantities of TCE from #4 Well's water so that it is safe for human consumption. It is also understood that all governmental agencies having jurisdiction over water usage approve the Air Stripped water from Well #4 as safe, potable and usable and that the Audubon Water Company agrees to this plan.

Very truly yours,


PHILLIP J. McKenna
Manager

PJM/jf

AR200126

Mr. Joseph M. Russell, Jr.
October 3, 1983
Page two

If you require any additional information which I may be able to supply,
please contact me.

Sincerely,



George Giansanti
Facilities Manager
Commodore Semiconductor Systems

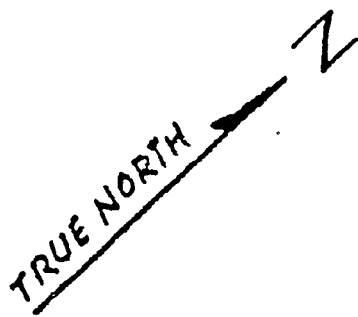
GG:ja

CC: Tom O'Donnell, Gen. Mgr. Commodore Semiconductor Systems
James Wendelgass, Esq. - Commodore Semiconductor Systems
Phillip Mc Kenna, VFCC Water Comapny
Joseph Mc Govern, SMC Martin, Inc.
Jeff Leigh, Lower Providence Township

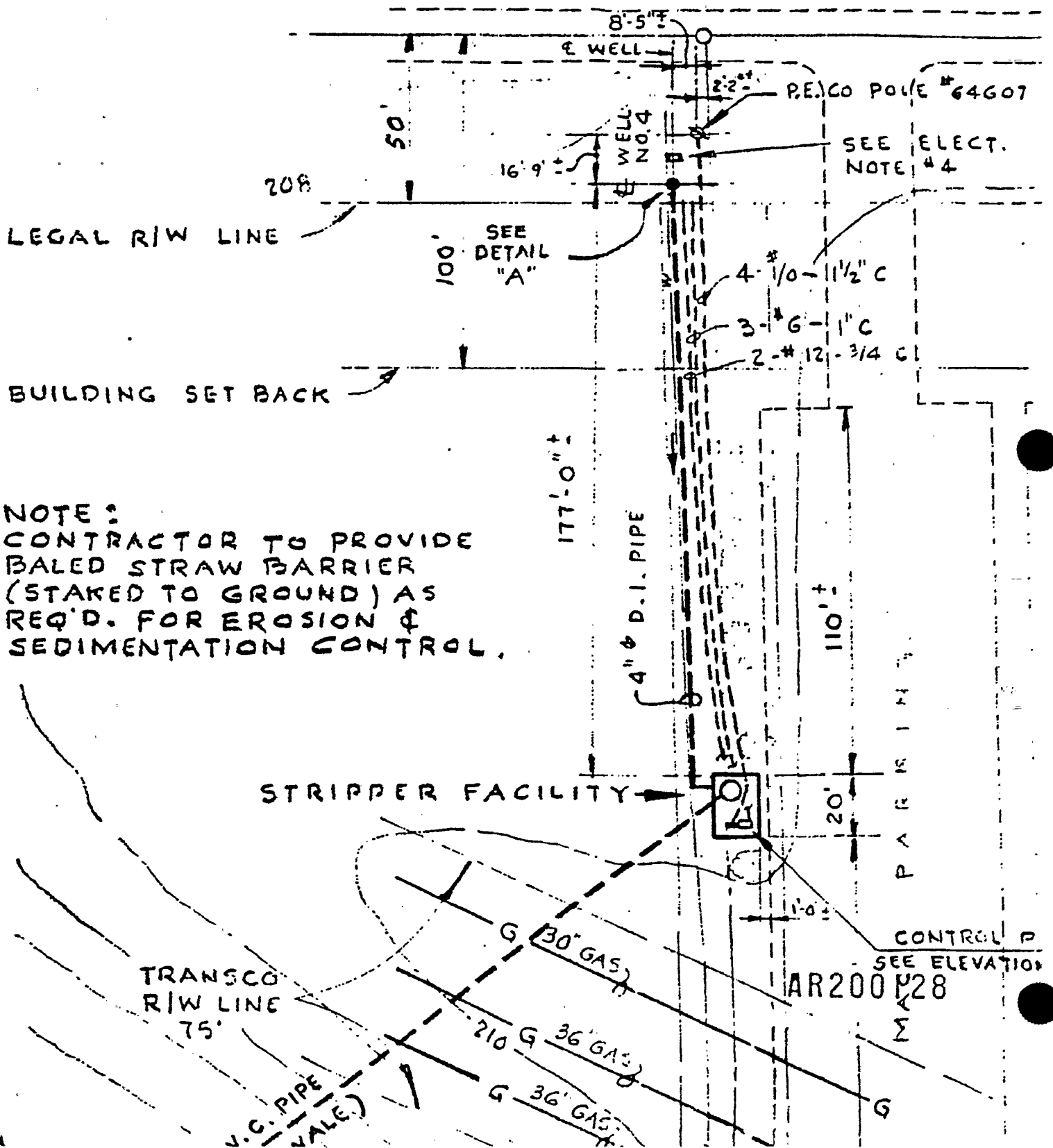
attachments (2)

✓ BC = Mr. G. - [unclear] [unclear]

AR200127

TRUE NORTH 

RITTENHOUSE RD



NOTE:
CONTRACTOR TO PROVIDE
BALED STRAW BARRIER
(STAKED TO GROUND) AS
REQ'D. FOR EROSION &
SEDIMENTATION CONTROL.

CERTIFIED MAIL

ORIGINAL
1983

July 13, 1983

Mr. Thomas G. O'Donnell, Vice President
MOS Technology, Inc.
Valley Forge Corporate Center
950 Rittenhouse Road
Norristown, Pa. 19403

Dear Mr. O'Donnell:

This is to advise that Audubon Water Company is proceeding with their plans to connect the Audubon Water Company and the Valley Forge Water Company systems as indicated by their letter of July 12th, copy attached. The connection will include the installation of a water line along the 15 foot utility easement on our property that parallels our joint property lines. This is also part of the property that we have leased to MOS Technology, Inc.

It is my understanding that Audubon Water Company has chosen this route in order to tie in with Well #4 at the corner of your property. Believe this is also associated with the separator that you will be installing on Well #4. We are told this will eliminate the current spraying on our property which is an inconvenience to our ground maintenance.

We expect that this will have a long term benefit for us all.

Sincerely,

HHR:egm
att.
cc: M. Kerans/3330
C. Deardorff
B. Bailey

H. Hansell Ritter
Office Services Manager

AR200129

P 360 671 379

RECEIPT FOR CERTIFIED MAIL

NO INSURANCE COVERAGE PROVIDED—
NOT FOR INTERNATIONAL MAIL
(See Reverse)

SENT TO		Mr. Thomas O'Donnell	
STREET AND NO.		105 Tech Lane	
P.O., STATE AND ZIP CODE		950 Rittsboro	
POSTAGE		\$	
CERTIFIED FEE		\$	
SPECIAL DELIVERY		\$	
RESTRICTED DELIVERY		\$	
SHOW TO WHOM AND DATE DELIVERED		\$	
SHOW TO WHOM, DATE, AND ADDRESS OF DELIVERY		\$	
SHOW TO WHOM AND DATE DELIVERED WITH RESTRICTED DELIVERY		\$	
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY WITH RESTRICTED DELIVERY		\$	
TOTAL POSTAGE AND FEES		\$	
POSTMARK OR DATE		Mr. Butler 7/13/83	

PS Form 3800, Apr. 1976

PS Form 3811 AUG. 1978

RETURN RECEIPT, REGISTERED, INSURED AND CERTIFIED MAIL

● SENDER: Complete items 1, 2, and 4. Add your address in the "RETURN TO" space on reverse.		
1. The following service is requested (check one). <input checked="" type="checkbox"/> Show to whom and date delivered. \$ <input type="checkbox"/> Show to whom, date, and address of delivery. \$ <input type="checkbox"/> RESTRICTED DELIVERY Show to whom and date delivered. \$ <input type="checkbox"/> RESTRICTED DELIVERY. Show to whom, date, and address of delivery. \$ (CONSULT POSTMASTER FOR FEES)		
2. ARTICLE ADDRESSED TO: Mr. Thomas O'Donnell M&S Technology, Inc. Valley Forge Corporate Center 250 RITTENHOUSE RD. NORRISTOWN, PA. 19403		
3. ARTICLE DESCRIPTION: REGISTERED NO. CERTIFIED NO. INSURED NO. 671-379		
(Always obtain signature of addressee or agent) I have received the article described above. SIGNATURE Address <input checked="" type="checkbox"/> Authorized agent		
4. DATE OF DELIVERY		
5. ADDRESS (Complete only if requested)		
6. UNABLE TO DELIVER BECAUSE:		

☆ GPO: 1978-272-93

AR200130

commodore



Commodore Semiconductor Group
950 Rittenhouse Road
Valley Forge Corporate Center
Norristown, Pennsylvania 19403
Telephone: (215) 666-7950
Telex 846 100 MOSTECHGY VAFG U.S.A.

ORIGINAL
(Red)

October 3, 1983

Mr. Joseph M. Russell, Jr. President
AUDUBON WATER COMPANY
2960 W. Germantown Pike
Fairview Village, PA. 19409

Dear Joseph:

At this time, Commodore/MOS would like to inform you of our intent to proceed with the construction and installation of a 250 GPM counter - current air stripper on well #4 (located east of Rittenhouse Road, just south of the MOS property; location map attached).

SMC Martin, Inc. has engineered the system and guarantees its performance. SMC Martin, Inc. has also been retained by Commodore to function as job manager.

We have requested a permit from the Commonwealth of Pennsylvania Department of Environmental Resources to construct the air stripper, which at start up will discharge to the swale as does the current spraying system. Required plumbing and electrical permits will be secured from the Lower Providence Township.

The time table for executing this phase of work will be as follows:

- Award of Contract - September 30, 1983
(Rees, Weaver Inc., Eagleville, Pa. is successful bidder)
- Notice to Proceed - October 10, 1983
- Complete Construction - December 24, 1983

Attached is a memo generated by VFCC Water Company Manager, Mr. Phillip J. McKenna, regarding the operation and use of VFCC well #4. It is our understanding that the commitments made in this memo are agreeable to and will be supported by the Audubon Water Company.

.....cont'd.

AR200131

commodore



Commodore Semiconductor Group
950 Rittenhouse Road
Valley Forge Corporate Center
Norristown, Pennsylvania 19403
Telephone: (215) 666-7950
Telex 846 100 MOSTECHGY VAFG U.S.A.

ORIGINAL
(Red)

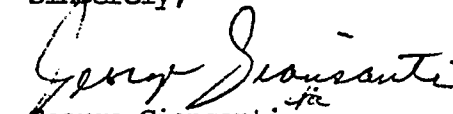
October 11, 1983

Mr. Hansel Ritter
Facilities Manager
Burlington Industries
VAFG Corporate Centre
Norristown, Pa.

Dear Mr. Ritter:

I am attaching a copy of my correspondence with regard to
Well #4, and will keep you informed as promised.

Sincerely,


George Giansanti
Facilities Manager

GG:ja

attachments (4)

AR200132

Received 4/30/84

ORIGINAL
(new)

TO: ALL VALLEY FORGE CORPORATE CENTER WATER COMPANY CUSTOMERS

DEAR CUSTOMER:

Trichloroethylene (TCE) has been found in some public and private drinking water supplies in Pennsylvania. The Pennsylvania Department of Environmental Resources has approached VFCC Water Company about this matter and asked that its customers be notified.

TCE is a practically non-flammable liquid. It is an organic chemical compound widely used as a solvent and metal degreaser.

There is no regulatory standard for TCE in drinking water. The National Cancer Institute has established TCE as a carcinogen in the mouse. Based on this finding, TCE is classed as a "suspect carcinogen". According to the EPA (Environmental Protection Agency) a person who during a seventy year life span daily drinks two liters (about two quarts) of water containing .0045 parts per million or milligram per liter (ppm or mg/l) of TCE would be exposed to an additional cancer risk of one in one million.

The TCE level in VFCC Water Company's water has been measured recently at approximately .015 parts per million.

The Water Company will shortly be connecting a new well to its system which will be equipped with a device provided by MOS and approved by PA DER, to virtually eliminate the TCE in the water. It is anticipated that the new well will be operational early this summer.

Sincerely yours,

VFCC WATER COMPANY

AR200133

Burlington Industries, Inc.
Carpet Divisions



Valley Forge Corporate Center
King of Prussia, Pennsylvania 19406
215 666-7770

September 21, 1984

Mr. Tucker Moorshead, President
Earth Data Incorporated
605 South Talbot Street
St. Michaels, MD 21663

SUBJECT: Second Observation Well on Burlington Industries, Inc.
Property

Dear Mr. Moorshead:

Burlington Industries, Inc. extends to Earth Data Inc., and Audubon Water Company, permission to install a second well on Burlington property. The second well is to be fully covered by all provisions of the agreement of July 31, 1981. The agreement is hereby modified to include the original and second well. The agreement extended termination of July 31, 1985 will apply to both wells.

The Insurance Certificate has been received.

Sincerely,

H. Hansell Ritter

H. Hansell Ritter
Office Services Manager

HHR:egm

Agreed and Approved *Evan C. Henry*
Earth Data Systems



GROUND WATER AND ENVIRONMENTAL CONSULTANTS
ST. MICHAELS, MARYLAND/WEST CHESTER, PENNSYLVANIA

EVAN HENRY
PROJECT HYDROGEOLOGIST

AR200134



2000000
Key

Burlington Industries, Inc.

Valley Forge Corporate Center
King of Prussia, Pennsylvania 19406-0902
215 666-7770

April 19, 1985

Mr. Tucker Moorshead, President
Earth Data Incorporated
605 South Talbot Street
St. Michaels, MD 21663

SUBJECT: First Observation Well, originally
on Burlington Industries Inc. Property, per
agreement of July 31, 1981

Dear Mr. Moorshead:

Burlington Industries, Inc. has sold to Commodore
Semiconductor Systems, a parcel of land that con-
tains the first well, that you drilled on Burlington
Industries property. This is as shown on figure 1
attached.

Copies of our agreement and subsequent correspondence
has been forwarded to Mr. Robert Miller, Facilities
Engineer, at Commodore Semiconductor Systems.

Our agreement of July 31st, 1981 as subsequently
amended, continues to apply to the second well that
was drilled September/October, 1984.

Inspection of the second well would indicate that it
has not been opened for many months. Please advise
the current status and future need. When there is
no further need for the well, our agreement calls for
restoring the property to its original condition.

Sincerely,

H. Hansell Ritter

H. Hansell Ritter
Office Services Manager

HHR:egm
atts ✓
cc: Martha Russell ✓
Audubon Water Company
Robert Miller ✓
Commodore Semiconductor
M. Baugh/#3330 ✓

AR200135

FILE COPY

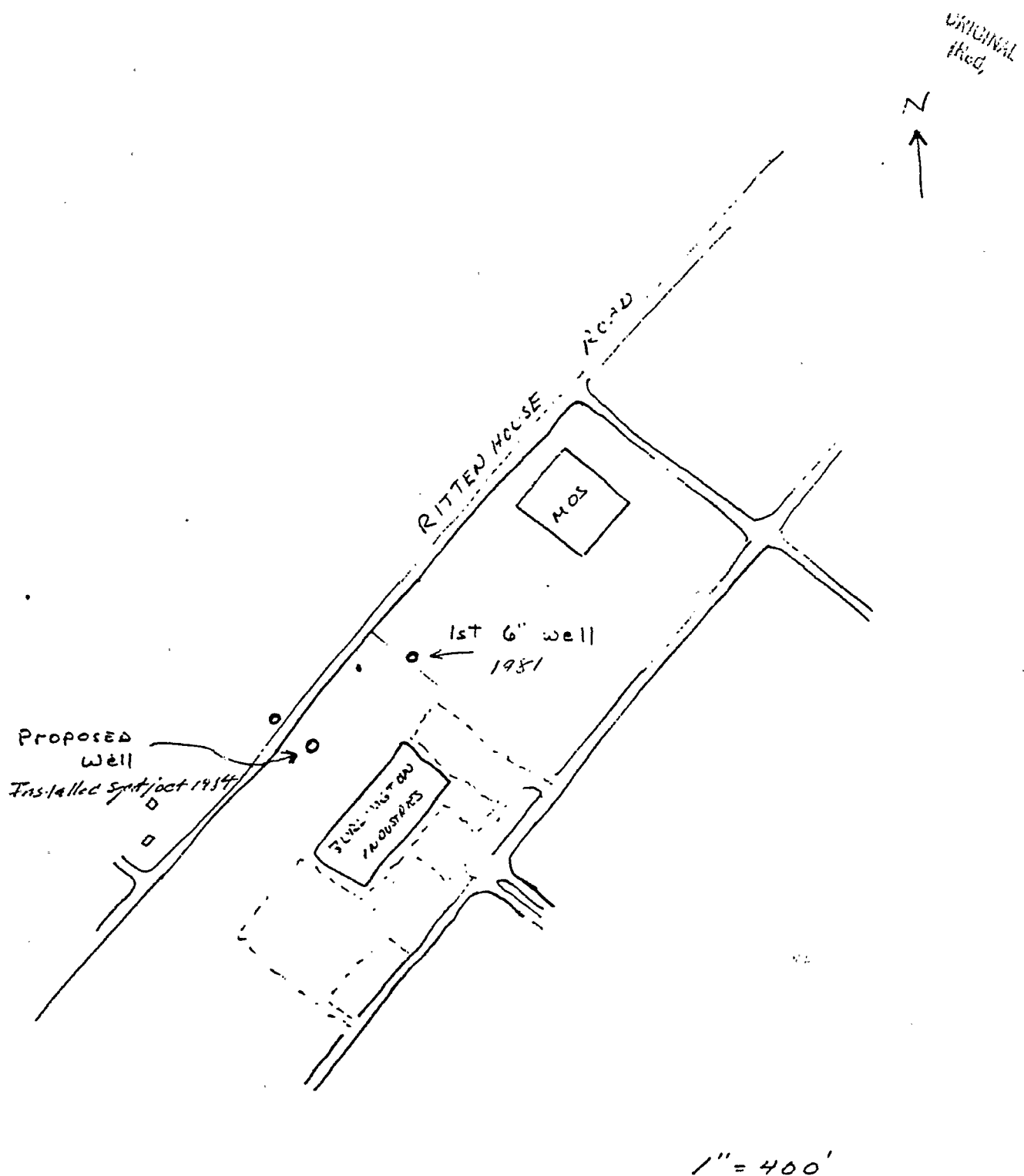


Figure 1 - Sketch map of proposed location for 2nd well on Burlington Industries property.

AR200136



**Earth
Data
Incorporated**

GROUND WATER AND ENVIRONMENTAL CONSULTANTS
ST. MICHAELS, MARYLAND AND WEST CHESTER, PENNSYLVANIA

ORIGINAL
6/2/85

May 9, 1985

Mr. H. Hansel Ritter
Office Services Manager
Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia, PA 19406

SUBJECT: Observation well on Burlington Industries property

Dear Mr. Ritter:

Thank you for your letter of April 19, 1985 calling attention to the above referenced well. Commodore MOS is in the process of evaluating their long-term monitoring requirements and may want to sample the well and measure its water level during the next several months. After that period, a decision will be made by Commodore's consultants as to whether the well should be included in a long-term monitoring network. If it is decided to use the well, we presume that Commodore or their consultants would enter into an agreement with Burlington Industries similar to our present agreement. If Commodore or their consultants do not want to use the well, Earth Data will properly abandon it, remove or cut off the casing and restore the ground surrounding the well to its original condition.

As soon as we have a decision concerning the future of the well, we shall contact you.

Very truly yours,

Tucker Moorshead

Tucker Moorshead
Hydrogeologist

TM:pn - 54

CC: James Heil - Commodore MOS
Grover Emrich - SMC Martin
Martha Russell - Audubon Water Co.

AR200137

This Indenture

Made the 30th

day of JULY

in the year of our Lord one thousand nine

hundred and seventy one

Between VALLEY FORGE INDUSTRIAL

PARK, INC., a Pennsylvania Corporation

(hereinafter called the Grantor), of the one part, and

BURLINGTON INDUSTRIES, INC., a Delaware Corporation

(hereinafter called the Grantee), of the other part;

Witnesseth, That the said Grantor for and in consideration of the sum of One hundred twenty-eight thousand nine hundred forty-four Dollars, lawful fifty cents (\$128,944.50) money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee its successors and Assigns,

ALL THAT CERTAIN piece of ground SITUATE in Lower Providence Township, Montgomery County, Pennsylvania, described according to a certain Map made for BURLINGTON INDUSTRIES, INC. by Yerkes Associates, Inc., Consulting Engineers and Surveyors dated July 8, 1971, as follows, to wit:

BEGINNING at a point on the center line of Adams Avenue (60.00 feet wide); a corner of this and other land now or formerly of Valley Forge Industrial Park Inc., said point being at the distance of 544.29 feet measured South 42 degrees 00 minutes West on the center line of Adams Avenue from a point marking its intersection with the center line of Van Buren Avenue; thence from said beginning point extending along the center line of Adams Avenue South 42 degrees 00 minutes West 347.74 feet to a point; thence leaving Adams Avenue by land of United States Steel and Pension Fund, crossing the right-of-way of the Transcontinental Gas Pipe Line Corp. (75.00 feet wide) North 48 degrees 00 minutes West 693.41 feet to a point on the center line of Rittenhouse Road (proposed 100.00 feet wide); thence along the center line of Rittenhouse Road North 43 degrees 19 minutes 30 seconds East 345.84 feet to a point; thence leaving Rittenhouse Road recrossing said Transcontinental Gas Pipe Line Corp. right-of-way being the northerly side of a 15.00 foot wide utility easement South 48 degrees 10 minutes East 685.42 feet to a point on the center line of Adams Avenue, being the first mentioned point and place of beginning.

CONTAINING: Five acres and four hundred, eighty-seven one-thousandths part of an acre (5.487 Acres) be the same more or less.

BOOK 3688 PG 322

TP. of Lower Providence, Pa.

Aug 13, 1971 Received
\$128,944 Deed Transfer Tax 8

E B Kone

ORIGINAL
(Red)

Together with all and singular improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described

hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and Assigns forever, UNDER AND SUBJECT as aforesaid.

And the said Grantor, for itself, its successors and assigns

do es by these presents covenant, grant and agree to and with the said Grantee, its successors and Assigns, that it the said Grantor, its

Successors all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee its successors and Assigns, against it the said Grantor, its

Successors, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them

or any of them, Shall and Will SUBJECT as aforesaid

WARRANT and forever DEFEND.

In Witness Whereof,

VALLEY FORGE INDUSTRIAL PARK, INC.

Sealed and Delivered
IN THE PRESENCE OF US:

By George E. Opel
Vice-President

ATTEST William J. Dwyer
Secretary



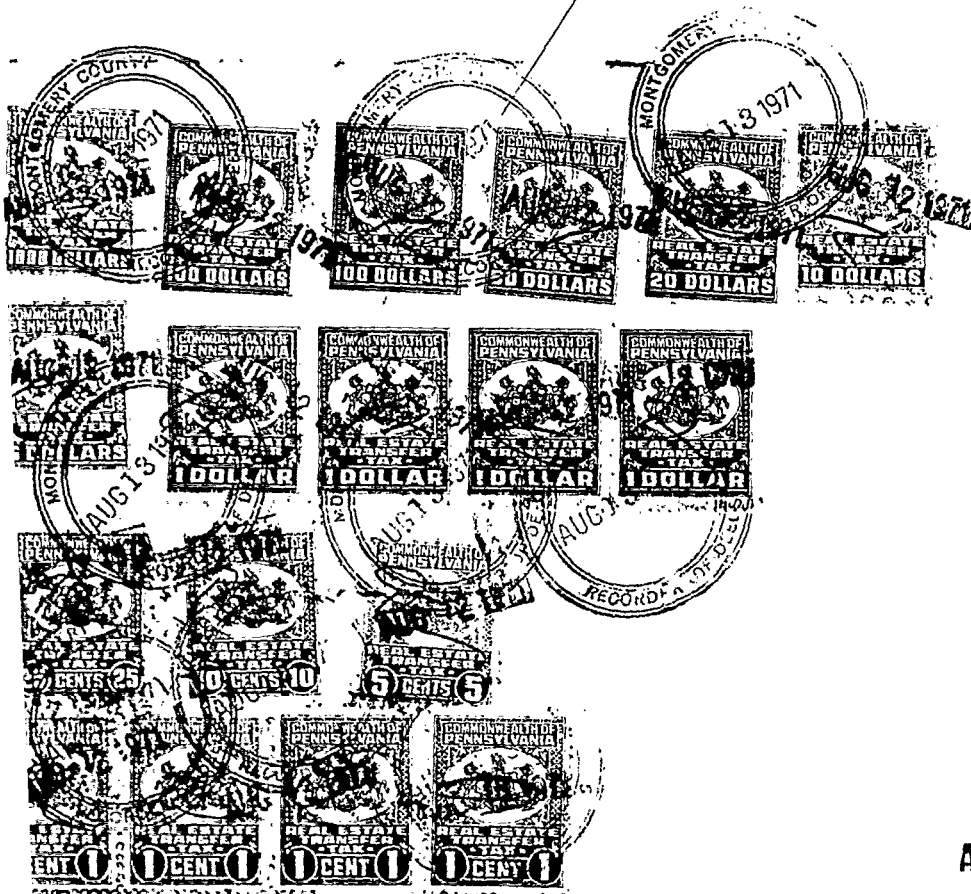
The State stamp affixed represents tax on full consideration including liens and encumbrances.

VALUE OF PREMISES AS DEFINED BY ORDINANCE IS \$128,900.00
PAID ON 8/20/89
COMMONWEALTH LAND TITLE INSURANCE COMPANY
BY J. H. Haffner

ORIGINAL
(Red)

BEING part of the same premised which George W. Rittenhouse and Ruth B., his wife, by Deed dated April 3, 1958 and recorded in Montgomery County, in Deed Book 2867 Page 198 conveyed unto Valley Forge Industrial Park, Inc. (a Pennsylvania corporation).

UNDER AND SUBJECT TO covenants, easements, conditions and restrictions of record.



AR200140

RECEIVED on the day of the date of the above Indenture of the above-named Grantee the full consideration therein mentioned.

WITNESS AT SIGNING:

VALLEY FORGE INDUSTRIAL PARK, INC.

By

George E. Opel

ON THE

30th day of July

Anno Domini 1971, before me, the

subscriber, a Notary Public for the Commonwealth of Pennsylvania

personally appeared ARTHUR S. O'NEILL, JR., Secretary of VALLEY FORGE INDUSTRIAL PARK, INC.

who being duly sworn according to law, says that he was personally present at the execution of the within Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed is the common or corporate seal of the said Corporation; that the said Indenture was duly sealed and delivered by GEORGE E. OPEL, Vice President of the said Corporation as and for the act and deed of the said Corporation of the uses and purposes therein mentioned,

and that the names of this deponent as Secretary and of GEORGE E. OPEL as Vice President of the said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery, are in their and each of their respective handwritings.

SWORN TO and subscribed before me, the day and year aforesaid. Witness my hand and notarial seal.

Arthur S. O'Neill, Jr.
SECRETARY

Notary Public

Montgomery Co., Penna.

My Commission Expires: 2/5/75

The residence of the within-named Grantee is

Campan Corp.
Greensboro N. Carolina
On behalf of said Grantee

VALLEY FORGE INDUSTRIAL
PARK, INC.

TO

BURLINGTON INDUSTRIES, INC.

Premises: Adams Avenue
Lower Providence Twp.
Montgomery Co., Penna.

No. 333
Yeo & Lukens Co., 11 N. 13th St., Philadelphia

8-25-67

17: MW 20:TT ET DAY

Recorded in the Office for Recording of Deeds, in and for Montgomery Co

in Deed Book

No. 3688

page 322

&c.

Witness my hand and seal of Office this

13th

day of

August

Anno Domini 19 71.

AR200141

Paul E. Lidwark

RECORDER

BOOK 3688 PC 325

This Indenture

Made the 30th

ORIGINAL
(Red)

day of JULY

in the year of our Lord one thousand nine

hundred and seventy one

Between VALLEY FORGE INDUSTRIAL

PARK, INC., a Pennsylvania Corporation

(hereinafter called the Grantor), of the one part, and

BURLINGTON INDUSTRIES, INC., a Delaware Corporation

(hereinafter called the Grantee), of the other part;

Witnesseth, That the said Grantor for and in consideration of the sum of Eighty seven thousand ninety-one Dollars (\$87,091.00) lawful

money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and Assigns,

ALL THAT CERTAIN piece of ground SITUATE in Lower Providence Township, Montgomery County, Pennsylvania, described according to a certain Map made for Burlington Industries, Inc. by Yerkes Associates, Inc., Consulting Engineers and Surveyors dated July 8, 1971, as follows, to wit:

BEGINNING at a point on the center line of Adams Avenue (60.00 feet wide); a corner of this and land of United States Steel and Pension Fund; said point being at the distance of 1819.97 feet measured South 42 degrees 00 minutes West along the center line of Adams Avenue from a point marking its intersection with the center line of Van Buren Avenue; thence from said beginning point extending along the center line of Adams Avenue South 42 degrees 00 minutes West 224.98 feet to a point; thence leaving Adams Avenue by other land now or formerly of Valley Forge Industrial Park, Inc. passing through a brick building on a line being the southerly side of a 15.00 foot wide utility easement North 48 degrees 00 minutes West 720.07 feet to a point on the center line of Rittenhouse Road (proposed 100.00 feet wide); thence by the center line of Rittenhouse Road North 43 degrees 19 minutes 30 seconds East 225.04 feet to a point; thence leaving Rittenhouse Road by land of United States Steel and Pension Fund South 48 degrees 00 minutes East 714.87 feet to the first mentioned point and place of beginning.

CONTAINING: Three acres and seven hundred and six one-thousandths part of an acre (3.706 Acres) be the same more or less.

BEING part of the same premises which George W. Rittenhouse and Ruth B., his wife, by Deed dated April 3, 1958 and recorded in Montgomery County, in Deed Book 2867 Page 198 conveyed unto Valley Forge Industrial Park, Inc. (a Pennsylvania Corporation).

BOOK 3688 PG 318

AR200142

ORIGINAL
(Red)

AUG



Aug 13, 1971 Received
\$870.91 Deed Transfer Tax
G B Koon

AR200143

Together with all and singular improvements, ways, streets, alleys, passages, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and Assigns forever, UNDER AND SUBJECT as aforesaid.

And the said Grantor, for itself, its successors and assigns does by these presents covenant, grant and agree to and with the said Grantee, its successors and Assigns, that it the said Grantor, its Successors all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, against it the said Grantor, its Successors, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, Shall and Will SUBJECT as aforesaid

WARRANT and forever DEFEND.

In Witness Whereof,

VALLEY FORGE INDUSTRIAL PARK, INC.

Sealed and Delivered
IN THE PRESENCE OF US

By

Vice-President

Attest

Secretary

The state stamps affixed represent
in full consideration including
taxes and encumbrances.

VALUE OF PREMISES AS DEFINED BY
ORDINANCE IS \$87,076.00 TAX
PAID ON SUCH VALUE.

BOWN & FAULK LAND TITLE INSURANCE COMPANY

BY

BOOK 3688 PG 320

AR200144

ORIGINAL
(Recd)

RECEIVED on the day of the date of the above Indenture of the above-named Grantee the full consideration therein mentioned.

WITNESS AT SIGNING:

VALLEY FORGE INDUSTRIAL PARK, INC.

By

George E. Opel

ON THE

30th day of

July

Anno Domini 19 71, before me, the

subscriber, a Notary Public for the Commonwealth of Pennsylvania

personally appeared ARTHUR S. O'NEILL, JR., Secretary of VALLEY FORGE INDUSTRIAL PARK, INC.

who being duly sworn according to law, says that he was personally present at the execution of the within Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed is the common or corporate seal of the said Corporation; that the said Indenture was duly sealed and delivered by GEORGE E. OPEL, Vice President of the said Corporation as and for the act and deed of the said Corporation of the uses and purposes therein mentioned,

and that the names of this deponent as Secretary and of GEORGE E. OPEL as Vice President of the said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery, are in their and each of their respective handwritings.

SWORN TO and subscribed before me, the day and year aforesaid. Witness my hand and seal.

May Kelly
Notary Public

Montgomery Co., Penna.

My Commission Expires: *9/13*

George E. Opel
SECRETARY

The residence of the within-named Grantee is *Camerton Corp Greensboro N. Carolina 27420*
On behalf of said Grantee

W. COMMERCE INSURANCE CO.
0410-597-1M
Deed
35
650

VALLEY FORGE INDUSTRIAL
PARK, INC.

TO

BURLINGTON INDUSTRIES, INC.

Premises: Adams Avenue
Lower Providence Twp.
Montgomery Co., Penna.

No. 333
Yeo & Lukens Co., 11 N. 13th St., Philadelphia

8-25-67

AUG 13 11 25 AM '71

Recorded in the Office for Recording of Deeds, in and for Montgomery Co
in Deed Book No. 3688 page 318 &c.
Witness my hand and seal of Office this 13th day of
August Anno Domini 19 71.

Charles B. Ledwisch AR200145
RECORDER

BOOK 3688 PG 318

This Indenture

P 7 B

ORIGINAL
Recd

day of JULY

in the year of our Lord one thousand nine

hundred and seventy one

Between VALLEY FORGE INDUSTRIAL
PARK, INC., a Pennsylvania Corporation

(hereinafter called the Grantor), of the one part, and
BURLINGTON INDUSTRIES, INC., a Delaware Corporation

(hereinafter called the Grantee), of the other part;

Witnesseth, That the said Grantor for and in consideration of the sum of One hundred twenty-eight thousand nine hundred forty-four Dollars, lawful fifty cents (\$128,944.50) money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee its successors and Assigns,

ALL THAT CERTAIN piece of ground SITUATE in Lower Providence Township, Montgomery County, Pennsylvania, described according to a certain Map made for BURLINGTON INDUSTRIES, INC. by Yerkes Associates, Inc., Consulting Engineers and Surveyors dated July 8, 1971, as follows, to wit:

BEGINNING at a point on the center line of Adams Avenue (60.00 feet wide); a corner of this and other land now or formerly of Valley Forge Industrial Park Inc., said point being at the distance of 544.29 feet measured South 42 degrees 00 minutes West on the center line of Adams Avenue from a point marking its intersection with the center line of Van Buren Avenue; thence from said beginning point extending along the center line of Adams Avenue South 42 degrees 00 minutes West 347.74 feet to a point; thence leaving Adams Avenue by land of United States Steel and Pension Fund, crossing the right-of-way of the Transcontinental Gas Pipe Line Corp. (75.00 feet wide) North 48 degrees 00 minutes West 693.41 feet to a point on the center line of Rittenhouse Road (100.00 feet wide); thence along the center line of Rittenhouse Road North 43 degrees 19 minutes 30 seconds East 345.84 feet to a point; thence leaving Rittenhouse Road recrossing said Transcontinental Gas Pipe Line Corp. right-of-way being the northerly side of a 15.00 foot wide utility easement South 48 degrees 10 minutes East 685.42 feet to a point on the center line of Adams Avenue, being the first mentioned point and place of beginning.

CONTAINING: Five acres and four hundred, eighty-seven one-thousandths part of an acre (5.487 Acres) be the same more or less.

AR200T46

ORIGINAL
1957

BEING part of the same premised which George W. Rittenhouse and Ruth B., his wife, by Deed dated April 3, 1958 and recorded in Montgomery County, in Deed Book 2867 Page 198 conveyed unto Valley Forge Industrial Park, Inc. (a Pennsylvania corporation).

UNDER AND SUBJECT TO covenants, easements, conditions and restrictions of record.

AR200147

Together with all and singular _____ improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described _____ hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors _____ and Assigns, to and for the only proper use and behoof of the said Grantee, its successors _____ and Assigns forever, UNDER AND SUBJECT as aforesaid.

And the said Grantor, for itself, its successors and assigns _____ do es by these presents covenant, grant and agree to and with the said Grantee, its successors _____ and Assigns, that it the said Grantor, its _____

_____ Successors all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee its successors _____ and Assigns, against it _____ the said Grantor, its _____

Successors, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them _____

_____ or any of them, Shall and Will SUBJECT as aforesaid _____

WARRANT and forever DEFEND.

In Witness Whereof,

Scaled and Delibered
IN THE PRESENCE OF US:

BY

Vice-President

ATTEST

Secretary

VALLEY FORGE INDUSTRIAL PARK, INC.

AR200148

RECEIVED on the day of the date of the above Indenture of the above-named Grantee the full consideration therein mentioned.

WITNESS AT SIGNING:

VALLEY FORGE INDUSTRIAL PARK, INC.

By

ON THE

30th day of July

Anno Domini 1971, before me, the

subscriber, a Notary Public for the Commonwealth of Pennsylvania

personally appeared ARTHUR S. O'NEILL, JR., Secretary of VALLEY FORGE INDUSTRIAL PARK, INC.

who being duly SWORN according to law, says that he was personally present at the execution of the within Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed is the common or corporate seal of the said Corporation; that the said Indenture was duly sealed and delivered by GEORGE E. OPEL, Vice President of the said Corporation as and for the act and deed of the said Corporation of the uses and purposes therein mentioned,

and that the names of this deponent as Secretary and of GEORGE E. OPEL as Vice President of the said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery, are in their and each of their respective handwritings.

SWORN TO and subscribed before me, the day and year aforesaid. Witness my hand and notarial seal.

[Signature]
Notary Public
Montgomery Co., Penna.

My Commission Expires: 2/5/75

[Signature]
SECRETARY

The residence of the within-named Grantee is

On behalf of said Grantee

Red

VALLEY FORGE INDUSTRIAL
PARK, INC.

TO

BURLINGTON INDUSTRIES, INC.

Premises: Adams Avenue
Lower Providence Twp.
Montgomery Co., Penna.

No. 333
You & Lukens Co., 11 N. 12th St., Philadelphia

8-25-67

Recorded in the Office for Recording of Deeds, in and for
in Deed Book No.

Witness my hand and seal of Office this

Anno Domini 19

page AR200149

day of

LEASE

ORIGINAL
(Recd)

THIS LEASE AGREEMENT, dated this 10th day of July, 1981, by and between BURLINGTON INDUSTRIES, INC., a Delaware corporation with executive offices at 3330 West Friendly Avenue, Greensboro, North Carolina (hereinafter "Lessor"), and MOS TECHNOLOGY, a division of Commodore Business Machines, Inc., with offices at 950 Rittenhouse Road, Norristown, Pennsylvania (hereinafter "Lessee").

W I T N E S S E T H :

Lessor, in consideration of the rent herein reserved to be paid by Lessee and in consideration of the covenants to be kept and performed by Lessee, hereby leases to Lessee, and Lessee hereby accepts for lease, for the term hereinafter specified, that certain portion of the real property owned by Lessor in Lower Providence Township, Montgomery County, Pennsylvania which is shown in red on the map attached hereto as Exhibit A, being three (3) acres more or less, measuring 190 feet parallel with the S 48° 10' E boundary line and running about 686 feet deep, the full depth of the property (hereinafter the "Leased Premises").

TO HAVE AND TO HOLD said Leased Premises for the term and under the conditions hereinafter specified.

1. Term. The term of the lease shall commence on July 1, 1981, and shall continue for ten (10) years, terminating on the 30th day of June, 1991, unless sooner terminated or extended as herein-after provided.

2. Rent. Lessee shall pay to the Lessor the sum of One Thousand Eight Hundred and Seventy-five Dollars (\$1,875.00) per quarter as rent for the Leased Premises, payable in advance on the first day of each quarter during the term of this lease, except that such rental payments shall be adjusted upward on the first day of each calendar year after December 31, 1981, in an amount directly proportionate to the annual increase in taxes for each such year on the Leased Premises above such taxes for the base year of 1981.

AR200150

3. Option to Renew.

(a) While this lease is in full force and effect, provided Lessee is not in default in the performance of any of the terms, covenants and conditions hereof, Lessee shall have the right or option to extend the original term of this lease for an additional term of ten (10) years, upon the same terms, covenants and conditions set forth herein, except that the rental payable by Lessee during the renewal term shall be at a reasonable rate to be then negotiated by the parties hereto.

(b) Notice of Lessee's intention to exercise the option must be given to Lessor in writing at least sixty (60) days prior to the expiration of the original term of this lease. If no notice of exercise of option is given by Lessee for the period set forth above, the lease shall terminate without further notice. The option on the part of Lessee herein contained for an extension of the term of this lease shall not be deemed to give Lessee any option or any further extension beyond the extended term herein provided for.

4. Use of Premises; Improvements. Lessee shall use approximately two acres of the Leased Premises for a parking lot only, and Lessee shall have the full right, at its expense, to make improvements for such purpose, including grading, excavation in enclosing the stream located on the Leased Premises with a sufficient size duct, paving and lighting. The Leased Premises shall not be used for storage of any kind, for the collection of trash, or for any other use whatsoever except as stated hereinabove without the prior written consent of Lessor.

Lessee agrees that it will not cause any building, whether permanent or temporary, to be erected or constructed on the Leased Premises at any time during the term of this lease. Further, no trailer shall be allowed to be maintained on the Leased Premises for a period of time exceeding ten (10) days.

Lessee's improvements will become the Lessor's property at the termination of the lease if the lease is not renewed.

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5. Obligation to Survey. As soon as practicable from the date of commencement of the initial term of this lease, but in no event later than sixty (60) days following said date, Lessee agrees to provide a survey of the Leased Premises by a registered surveyor at the sole cost of Lessee, and to cause permanent stakes to be installed to clearly indicate the boundaries of the Leased Premises.

6. Maintenance of Leased Premises. Lessee agrees to maintain the Leased Premises in a proper state and appearance in accordance with the standards of the Valley Forge Corporate Center and the adjoining property, including cutting and properly maintaining grass, hedges, trees and other foliage.

7. Compliance with Regulations. Lessee, at its own expense, shall promptly comply with any and all laws, ordinances, rules and regulations or orders of any and all municipal, county, state and federal authorities, boards, commissions and other governmental agencies with respect to the Leased Premises, including by way of example and not by limitation, regulations of the Valley Forge Corporate Center. Further, Lessee shall be responsible for compliance with regulations relating to the Transcontinental Gas Pipe Line Corporation right-of-way on the Leased Premises and any requirements that said corporation may have for excavation and entrance onto the Leased Premises. Lessor represents and warrants that the Leased Premises are presently in compliance with all such laws, ordinances, rules and regulations or orders, and if not, shall, upon demand by Lessee, bring the Leased Premises in compliance with the same.

8. Assumption of Liability. It is understood and agreed that Lessor shall not be responsible or liable under any circumstances for any loss, damage, injury, cost or expense arising from use of the Leased Premises to any person or property whatsoever that may arise because of the permission and lease herein granted. Lessee agrees to indemnify and hold Lessor harmless from any liability, cost or expense arising from the use by Lessor or others of the Leased Premises. Lessee further agrees to maintain general liability insurance, with minimum limits of \$1,000,000.00, in which

AR200152

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(Red)

Lessor is named as an insured, and Lessor shall be entitled to a certificate of the insurer showing such insurance to be in effect. Provided, however, that Lessee shall not be responsible for or indemnify Lessor for any loss, damage, injury, cost or expense resulting from Lessor's negligence or willful misconduct.

9. Taxes. During the term of this lease, Lessor shall pay all property taxes and assessments imposed on the Leased Premises.

10. Insurance. It is understood and agreed that the responsibility and cost of insuring the Leased Premises against fire or other casualty shall be borne by Lessor. Lessee shall be responsible for insuring its property and any and all leasehold improvements on the Leased Premises to the extent that it elects.

11. Default. In the event Lessee fails to pay any installment of rent within ten (10) days of when it becomes due or fails to comply with the provisions of this lease for a period of thirty (30) days following written notice by Lessor to Lessee, or if such provision by its nature cannot be complied with within thirty (30) days and Lessee fails to commence compliance within such thirty (30) days and diligently complete the same, then Lessor shall have the right, without further notice to Lessee, to repossess the Leased Premises and to evict Lessee therefrom in any action or proceeding in any court having jurisdiction, but without relieving Lessee of its duty to perform any of the covenants herein set forth.

12. Early Termination. Notwithstanding any of the rights to terminate hereinbefore set forth, this lease may be terminated for any reason at any time by either party upon twelve (12) months' written notice.

13. Assignment and Subletting. Lessee agrees that it will not assign, mortgage or pledge this lease or sublease the Leased Premises, or any part thereof, without the prior written consent of Lessor.

14. Warranty of Title; Quiet Enjoyment. Lessor warrants that Lessor holds title to and is the owner of the Leased Premises. If Lessee shall pay the rental and perform all of the other covenants and conditions required of it hereunder, Lessee shall, during the

AR200153

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(leg)

term hereof, freely, peaceably and quietly enjoy the full possession of the Leased Premises and the rights and privileges herein granted without hindrance.

15. Notices. All notices given hereunder shall be in writing and either personally delivered or mailed by registered or certified mail to the addresses of the parties as first set forth above, or to such other addresses as the parties may hereafter indicate by written notice to one another. Lessee may give notice to Lessor at Valley Forge Corporate Center, King Of Prussia, Pennsylvania 19406.

16. Applicable Law. This lease shall be governed by the laws of the Commonwealth of Pennsylvania.

17. Modification. This lease may not be modified or amended except by agreement in writing duly signed by the parties hereto.

18. Binding Effect. The provisions of this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

19. Lessor's Consent. Whenever the permission or consent of Lessor is required hereunder, it shall not be unreasonably withheld.

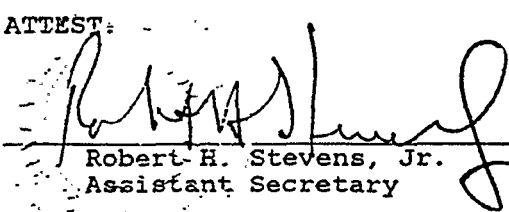
IN WITNESS WHEREOF, the parties have hereto caused this lease to be duly executed by their officers thereunto duly authorized for the purpose herein stated, all done as of the day and year first above stated.

BURLINGTON INDUSTRIES, INC.

By: 

Lewis E. Boroughs
Vice President

ATTEST:


Robert H. Stevens, Jr.
Assistant Secretary

MOS TECHNOLOGY, DIVISION OF
COMMODORE BUSINESS MACHINES, INC.

By: 

Thomas G. O'Donnell
Vice President

AR20015

ATTEST:



Rollins-Burdick Hunter of Northern California
Insurance Brokers
2595 East Bayshore Boulevard, P.O. Box 51110, Palo Alto, California 94303
Telephone 415 856-6500 Telex 334-496

ROLLINS BURDICK
HUNTER

December 15, 1982

Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia, Pennsylvania 19406

Re: Commodore International Limited, etal
Certificates of Insurance

Gentlemen:

Enclosed herewith please find the Renewal Certificate of
Insurance for the captioned which replaces the Certificate
of Insurance which you presently have on file.

Yours very truly,

Pat Allen
Pat Allen
Senior Executive Assistant

/pta
Enclosure

cc: Earl J. Hoover, Jr.
Commodore International Limited

Orig & 11. Rems 3330

12/28/82

AR200155

acord

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

ROLLINS BURDICK HUNTER OF
NORTHERN CALIFORNIA
P.O. BOX 51110 - 2595 E. BAYSHORE BLVD.
PALO ALTO, CA 94303
TEL: (415) 856-6500

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A	Employers of Wausau
COMPANY LETTER	B	Continental Insurance Co
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

NAME AND ADDRESS OF INSURED

MBS Technology, A Division of
Commodore Business Machines, Inc.
950 Rittenhouse Road
Norristown, Pennsylvania 19401

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	0623-00-039912	1-1-83	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$500,	\$500,
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD			PERSONAL INJURY		\$500,
	AUTOMOBILE LIABILITY	SRU 215 570706	1-1-83	BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> NON-OWNED					
B	EXCESS LIABILITY	SRU 215 570706	1-1-83	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 10,000	\$ 10,000
	<input checked="" type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	\$	
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

It is hereby understood and agreed that the certificate holder is included as an additional insured as respects their interest in the 3 acres of land at Rittenhouse Rd. and Van Buren Avenue.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia, Pennsylvania 19406

DATE ISSUED: December 23, 1981

Rollins Burdick Hunter of No. 11111
AUTHORIZED REPRESENTATIVE

AR200156

Landlord's Endorsement - Additional Protected Persons

St Paul

This endorsement changes your:

- ☒ Comprehensive General Liability Protection
- ☐ Special Comprehensive General Liability Protection
- ☐

ORIGINAL
filed

How Your Coverage Is Changed

Your General Liability Protection is changed by adding the following paragraphs to the Who Is Protected Under This Agreement section. The effect of this change is to increase the number of persons who are protected. However, there are some limitations which are explained below.

Landlord. We'll protect the person or organization shown below for liability claims that result from the ownership, maintenance or use of the part of the premises that you lease from the landlord. To be covered, the accidental events must happen while you're a tenant at the location listed below.

However, we won't protect this person or organization for claims that result from structural alterations, construction or demolition work done by or on behalf of the person or organization shown below.

Other Terms

All other terms of your policy remain the same.

Protected person or organization.

**BURLINGTON INDUSTRIES, INC.
VALLEY FORGE CORPORATE CENTER
KING OF PRUSSIA, PA 19406**

Description of premises leased to you.

**3 ACRES OF LAND AT RITTENHOUSE ROAD AND
VAN BUREN AVE., NORRISTOWN, PA.**

If issued after the date your policy begins, these spaces must be completed and our representative must sign below.

Authorized representative

Policy issued to
COMODORE INTERNATIONAL, LTD., ETAL

Endorsement takes effect
7-1-86

Policy number
TE09400038

43071 Ed. 10-81 (GL2011) Printed in U.S.A.

9-24-86 1w

Endorsement Number **28** to Insuring Agreement **36**

Page 1 of 1.

©St. Paul Fire and Marine Insurance Company, 1981.

Liability Coverage.

AR200157



CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS

ISSUE DATE MM/DD/YY

10-1-86

PRODUCER

ROLLINS BURDICK HUNTER
OF NORTHERN CALIFORNIA
2595 E. BAYSHORE BLVD.
P.O. BOX 51110
PALO ALTO, CA 94303
TEL: (415) 856-6500

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	St. Paul Fire & Marine
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

Commodore International, Ltd.
1200 Wilson Dr.
West Chester, PA 19300

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	TE09400038	7-1-86	7-1-87	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$ 1,000,	\$ 1,000,
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$ 1,000,
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
	<input checked="" type="checkbox"/> Landlords Endsmt.	596XA5954	7-1-86	7-1-87	BODILY INJURY PER PERSON	\$	
	AUTOMOBILE LIABILITY				BODILY INJURY PER ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV PASS)				BI & PD COMBINED	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV PASS)						
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
A	EXCESS LIABILITY				BI & PD COMBINED	\$5,000,	\$ 5,000,
	<input checked="" type="checkbox"/> UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$ EACH ACCIDENT		
					\$ DISEASE-POLICY LMT		
	OTHER				\$ DISEASE-EACH EMPLOYEE		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The Certificate Holder is hereby named as additional insured with respect to location described on the attached "Landlords Endorsement".

CERTIFICATE HOLDER

Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia, PA 19406

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John J. McIntire

ACORD 25 (8/84)

© A/R/ACORD CORPORATION 1984

AR200158

Rollins Burdick Hunter of Northern California
Insurance Brokers
2595 East Bayshore Boulevard, P.O. Box 51110, Palo Alto, California 94303
Telephone 415 856-6500 Telex 334-496 Fax 415 424-9857

ORIGINAL
(100)

ROLLINS BURDICK
HUNTER

October 2, 1986

Re: Commodore International
Ltd.
Certificate of Insurance

Gentlemen:

Enclosed you will find your copy of the Certificate of Insurance issued to you showing the present coverages for the above captioned account..

We trust you will find everything in order, however if you do not, please do not hesitate to contact our office so that we can correct the problem.

The Certificate and the enclosed endorsement indicate your interest in the policy.

Very truly yours,


Marie T. Jewett
Executive Assistant

AR200159

St. Paul Fire and Marine Insurance Company
Northern California Service Center
39550 Liberty Street
P. O. Box 5112
Fremont, California 94537-5112
Phone: (415) 659-2200



December 22, 1986

Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia, PA 19406

SUBJECT: COMMODORE INTERNATIONAL, LTD.
POLICIES: TE09400038
596 XA 5954

Gentlemen:

Because of your interest as Mortgagee in the captioned policy,
we hereby notify you of the policy's termination effective 1-3-87.

Reason for termination was for non-payment of premium.

Yours very truly,

A handwritten signature in cursive script that reads "John C. Braschi". The signature is written in dark ink and is positioned above the printed name and title.

John C. Braschi
Electronics Supervisor

JB/jld

AR200160

MOSTECHNOLOGY, INC.

VALLEY FORGE CORPORATE CENTER (215) 666-7950
950 RITTENHOUSE ROAD, NORRISTOWN, PA. 19403
TELEX 846 100MOSTECHGY VAFG UNITED STATES OF AMERICA

June 17, 1982

Mr. Hansell Ritter
Burlington Industries
Valley Forge Corporate Center
King of Prussia, Pennsylvania 19406

Dear Mr. Ritter:

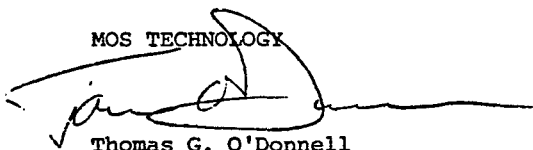
As you know, the MOS Technology Division of Commodore International has experienced substantial growth over the past two years and the essential elements to fuel a continuation in business expansion are in place. In order for the expansion of operations to occur at the Valley Forge Corporate Center site, however, we must overcome a constraint imposed by the 60/40 impervious terrain requirement and also add parking areas.

The only viable avenue to accomplish further major expansion on the site is to acquire additional acreage to satisfy the impervious ground requirement and accommodate approximately 100 more parking spots. I would therefor like to open discussions on either a purchase of up to two (2) acres of the land we are presently leasing from Burlington Industries or a long term (20 years or more), non-cancellable lease on at least two of the three leased acres.

Time is of the essence in determining whether my proposals are feasible since the outcome will determine the course of expansion plans now under consideration. Your early response to this inquiry will be much appreciated. Should you feel that a personal discussion would help in expediting a response, I'll be happy to meet with you at any time.

Sincerely,

MOS TECHNOLOGY


Thomas G. O'Donnell
Vice President
General Manager

kc



A COMMODORE COMPANY

AR200161

ORIGINAL
(Recd)

September 26, 1983

Hansell Ritter
Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia, PA 19406

Dear Mr. Ritter:

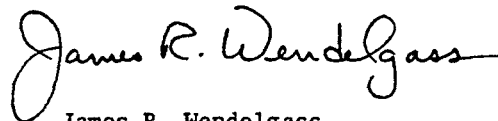
As you know, the MOS Technology Division of Commodore Business Machines, Inc. is currently leasing 3 acres of land from Burlington Industries, Inc. That land is located between the land owned by MOS Technology and which houses MOS' semiconductor facility and the land owned by Burlington Industries on which there is the Lee Carpet facility.

Commodore Business Machines, Inc. is interested in entering into negotiations with Burlington Industries for the possible purchase by Commodore of 2 of the 3 acres currently being leased. Naturally, any such purchase would terminate the present lease as to those acres.

Time is of the essence in such negotiations. It is Commodore's intention to conclude any such negotiations within the next 3 weeks. Therefore, your early response to this inquiry will be much appreciated. Should you feel that a personal discussion with me or any other type of action would help in expediting a response, please contact me at the above address and number at your earliest convenience.

Thank you for your cooperation.

Sincerely,



James R. Wendelgass
Assistant Secretary

JRW:drh

cc: Thomas G. O'Donnell
Elton Southard

AR200162

commodore
international limited



Executive Offices
1200 Wilson Drive
West Chester, PA 19380
(215) 431-9100

*ORIGINAL
FILED*

December 15, 1983


Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia, PA 19406

Attention: H. Hansell Ritter
Office Services Manager

Dear Mr. Ritter:

This letter is to advise you that Commodore International Limited by its Board of Directors has authorized, empowered and directed Mr. Thomas G. O'Donnell on the Company's behalf to enter into negotiations with Burlington Industries, Inc. ("Burlington") for the purchase of the piece of land located in Valley Forge Industrial Center, King of Prussia, Pennsylvania, as more fully described in Schedule "A" attached hereto and incorporated herein.

COMMODORE INTERNATIONAL LIMITED

By: 
Bernhard W. Witter
Vice President - Finance

BWW:sd

Enclosure

cc: M. Deja - 7330

AR200163

THIS DEED made the 28th day of March in the year of our Lord one thousand nine hundred and eighty-four between BURLINGTON INDUSTRIES, INC., a Delaware corporation, with executive offices in Greensboro, North Carolina (hereinafter called the Grantor), of the one part, and COMMODORE BUSINESS MACHINES, INC., a Delaware corporation, with offices at 1200 Wilson Drive, West Chester, Pennsylvania (hereinafter called the Grantee), of the other part;

W I T N E S S E T H :

That the said Grantor for and in consideration of the sum of Five Hundred Ten Thousand Dollars (\$510,000.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and Assigns,

ALL THAT CERTAIN piece of ground SITUATE in Lower Providence Township, Montgomery County, Pennsylvania, described according to a certain Map made for BURLINGTON INDUSTRIES, INC. by Yerkes Associates, Inc., Consulting Engineers and Surveyors, dated July 8, 1971, as follows, to wit:

BEGINNING at a point on the center line of Adams Avenue (60.00 feet wide); a corner of this and other land now or formerly of Valley Forge Industrial Park, Inc., said point being at the distance of 544.29 feet measured South 42 degrees 00 minutes West on the center line of Adams Avenue from a point marking its intersection with the center line of Van Buren Avenue; thence from said beginning point extending along the center line of Adams Avenue South 42 degrees 00 minutes West 347.74 feet to a point; thence leaving Adams Avenue by land of United States Steel and Pension Fund, crossing the right-of-way of the Transcontinental Gas Pipe Line Corp. (75.00 feet wide) North 48 degrees 00 minutes West 693.41 feet to a point on the center line of Rittenhouse Road (proposed 100.00 feet wide); thence along the center line of Rittenhouse Road North 43 degrees 19 minutes 30 seconds East 345.84 feet to a point; thence leaving Rittenhouse Road recrossing said Transcontinental Gas Pipe Line Corp. right-of-way being the northerly side of a 15.00 foot wide utility easement South 48 degrees 10 minutes East 685.42 feet to a point on the center line of Adams Avenue, being the first mentioned point and place of beginning.

AR200164

CONTAINING five acres and four hundred, eighty-seven one-thousandths part of an acre (5.487 Acres) more or less.

BEING the same premises which Valley Forge Industrial Park, Inc. (a Pennsylvania Corporation), by Deed dated

July 30, 1971 and recorded in Montgomery County, in Deed Book 3688, Page 332, conveyed unto Burlington Industries, Inc. (a Delaware Corporation).

UNDER AND SUBJECT TO covenants, easements, conditions and restrictions of record. The mention of such covenants, easements, conditions and restrictions of record shall not be construed as an acknowledgement of the validity thereof, an extension thereof, or a renewal thereof, in the event that they, or any of them, do not affect the premises hereby conveyed or have expired or become unenforceable by their own terms or by limitation, violation, or any other reason.

TOGETHER with all and singular improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the above described hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns forever. UNDER AND SUBJECT as aforesaid.

AND the said Grantor, for itself, its successors and assigns does by these presents covenant, grant and agree to and with the said Grantee, its successors and assigns, that it the said Grantor, its successors all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it the said Grantor, its successors, and against all and every other person and persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will subject as aforesaid WARRANT and FOREVER DEFEND

AR200165

IN WITNESS WHEREOF, Burlington Industries, Inc. has caused this deed to be duly executed by its officers thereunto duly authorized as of the day and year first above written.

BURLINGTON INDUSTRIES, INC.

By *Lewis E. Boroughs*
Vice President

ATTEST:

[Signature]
Assistant Secretary

(Corporate Seal)

STATE OF NORTH CAROLINA

COUNTY OF GUILFORD

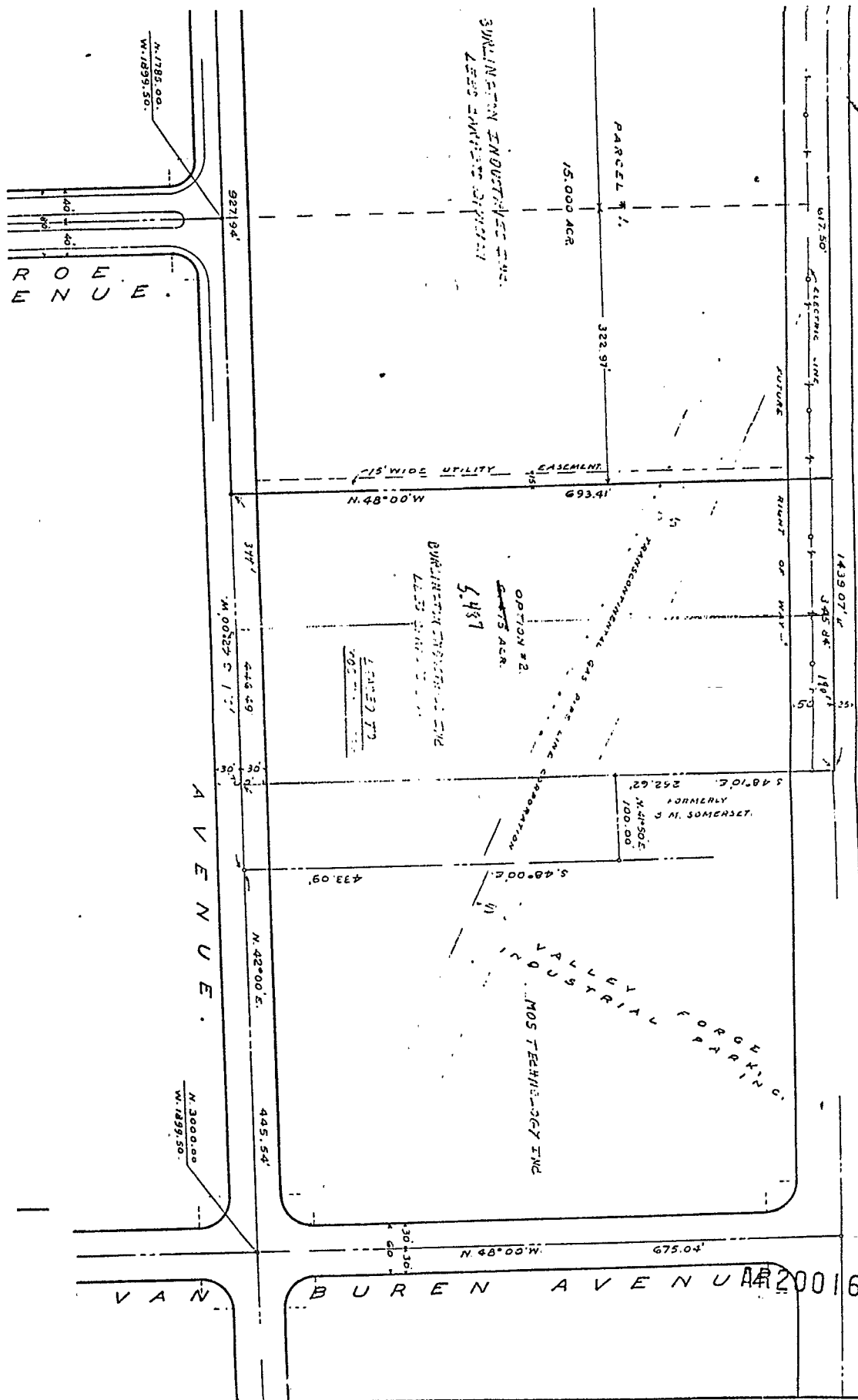
On this 28th day of March 1984 before me appeared Lewis E. Boroughs, to me personally known, who being by me duly sworn did say that he is the Vice President of Burlington Industries, Inc., and that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors and said Lewis E. Boroughs acknowledged said instrument to be the free act and deed of said Corporation.

In Witness Whereof, I have hereunto set my hand and seal this the 28th day of March, 1984.

Jane Nugent
Notary Public

My Commission Expires:
Nov. 25, 1984

AR200166

$$\sum_{i=1}^n x_i b_i$$


RP 7C

This Indenture

day of JULY

in the year of our Lord one thousand nine

hundred and seventy one

Between VALLEY FORGE INDUSTRIAL

PARK, INC., a Pennsylvania Corporation

(hereinafter called the Grantor), of the one part, and
BURLINGTON INDUSTRIES, INC., a Delaware Corporation

(hereinafter called the Grantee), of the other part;

Witnesseth, That the said Grantor for and in consideration of the sum of Eighty seven thousand ninety-one Dollars (\$87,091.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and Assigns,

ALL THAT CERTAIN piece of ground SITUATE in Lower Providence Township, Montgomery County, Pennsylvania, described according to a certain Map made for Burlington Industries, Inc. by Yerkes Associates, Inc., Consulting Engineers and Surveyors dated July 8, 1971, as follows, to wit:

BEGINNING at a point on the center line of Adams Avenue (60.00 feet wide); a corner of this and land of United States Steel and Pension Fund; said point being at the distance of 1819.97 feet measured South 42 degrees 00 minutes West along the center line of Adams Avenue from a point marking its intersection with the center line of Van Buren Avenue; thence from said beginning point extending along the center line of Adams Avenue South 42 degrees 00 minutes West 224.98 feet to a point; thence leaving Adams Avenue by other land now or formerly of Valley Forge Industrial Park, Inc. passing through a brick building on a line being the southerly side of a 15.00 foot wide utility easement North 48 degrees 00 minutes West 720.07 feet to a point on the center line of Rittenhouse Road (100.00 feet wide); thence by the center line of Rittenhouse Road North 43 degrees 19 minutes 30 seconds East 225.04 feet to a point; thence leaving Rittenhouse Road by land of United States Steel and Pension Fund South 48 degrees 00 minutes East 714.87 feet to the first mentioned point and place of beginning.

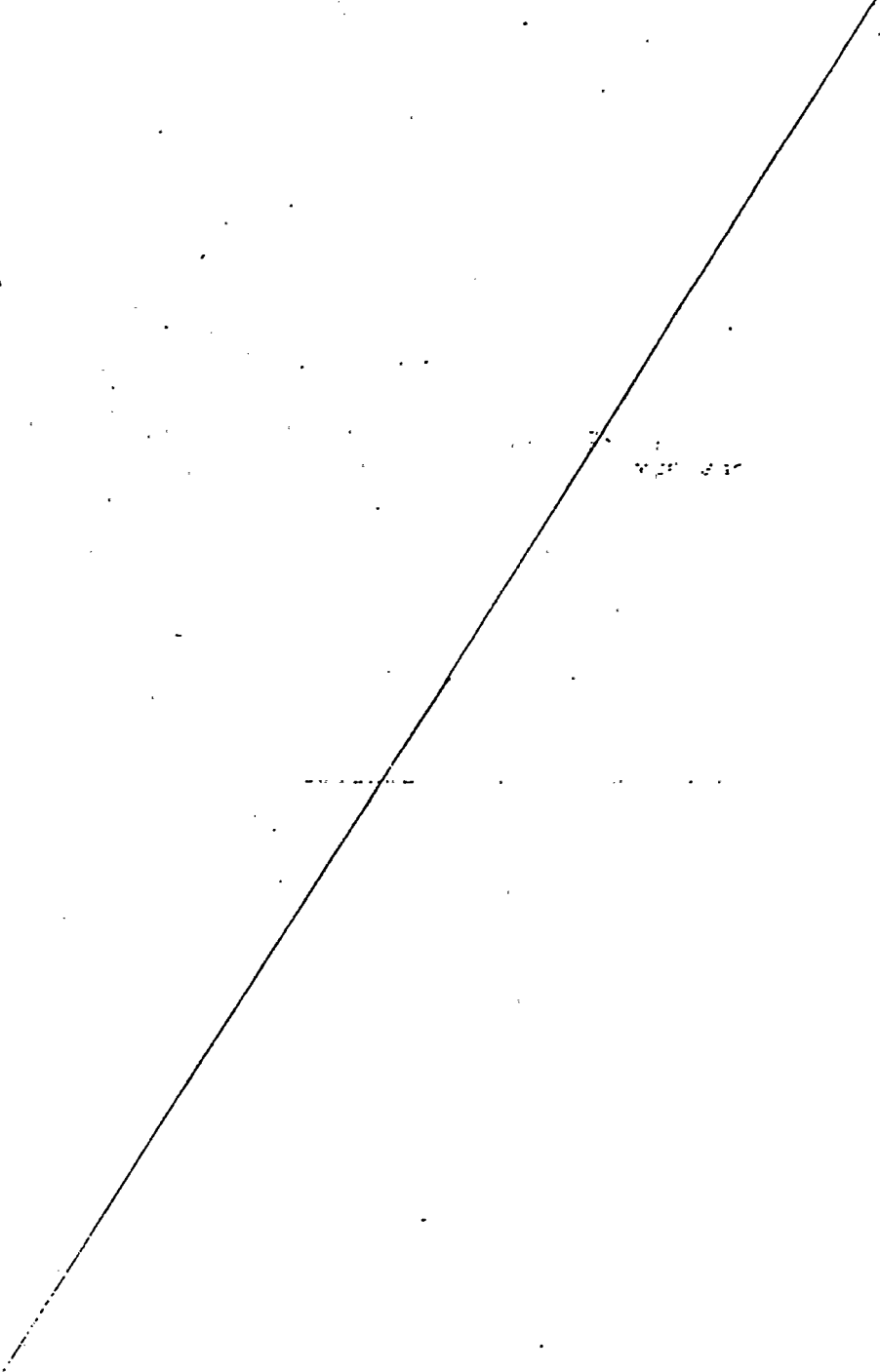
CONTAINING: Three acres and seven hundred and six one-thousandths part of an acre (3.706 Acres) be the same more or less.

AR200158

BEING part of the same premises which George W. Rittenhouse and Ruth B., his wife, by Deed dated April 3, 1958 and recorded in Montgomery County, in Deed Book 2867 Page 198 conveyed unto Valley

ALSO BEING part of the same premises which George W. Rittenhouse, III, and Ruth B., his wife, by Deed dated July 29, 1965 and recorded in Montgomery County, in Deed Book 3390 Page 916 conveyed unto Valley Forge Industrial Park, Inc., (a Pennsylvania corporation)

UNDER AND SUBJECT to covenants, easements, conditions and restrictions of record.



AR200169

Together with all and singular—improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, in law, equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described—hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and Assigns forever, UNDER AND SUBJECT as aforesaid.

And the said Grantor, for itself, its successors and assigns do es by these presents covenant, grant and agree to and with the said Grantee, its successors and Assigns, that it the said Grantor, its

Successors all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and Assigns, against it the said Grantor, its

Successors, and against all and every other Person and Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, Shall and Will SUBJECT as aforesaid

WARRANT and forever DEFEND.

In Witness Whereof,

Sealed and Delivered
IN THE PRESENCE OF US:

BY

VALLEY FORGE INDUSTRIAL PARK, INC.

Vice-President

Attest

Secretary

AR200170

RECEIVED on the day of the date of the above Indenture of the above-named Grantee the full consideration therein mentioned.

WITNESS AT SIGNING:

VALLEY FORGE INDUSTRIAL PARK, INC.

Bv

ON THE

30th day of

Anno Domini 19 71, before me, the

subscriber, a Notary Public for the Commonwealth of Pennsylvania

personally appeared ARTHUR S. O'NEILL, JR., Secretary of VALLEY FORGE INDUSTRIAL PARK, INC.

who being duly SWORN according to law, says that he was personally present at the execution of the within Indenture and saw the common or corporate seal of the said Corporation duly affixed thereto; that the seal so affixed is the common or corporate seal of the said Corporation; that the said Indenture was duly sealed and delivered by GEORGE E. OPEL, Vice President of the said Corporation as and for the act and deed of the said Corporation of the uses and purposes therein mentioned,

and that the names of this deponent as Secretary and of GEORGE E. OPEL as Vice President of the said Corporation, subscribed to the within Indenture in attestation of its due execution and delivery, are in their and each of their respective handwritings.

SWORN TO and subscribed before me, the day and year aforesaid. Witness my hand and seal.

Mar Zell
Notary Public
Montgomery Co., Penna.
My Commission Expires: 7/3/73

Arthur S. O'Neill, Jr.
SECRETARY

The residence of the within-named Grantee is

On behalf of said Grantee

Red

VALLEY FORGE INDUSTRIAL
PARK, INC.

TO

BURLINGTON INDUSTRIES, INC.

Premises: Adams Avenue
Lower Providence Twp,
Montgomery Co., Penna.

No. 333
Yeo & Lukens Co., 11 N. 13th St., Philadelphia

8-25-67

Recorded in the Office for Recording of Deeds, in and for

in Deed Book

No.

page AR200171

Witness my hand and seal of Office this

day of

Anno Domini 19

JUN 24 1971



VALLEY FORGE INDUSTRIAL PARK, INC.
VALLEY FORGE, PENNSYLVANIA, BROADWAY 7-1400

June 22, 1971

Mr. Cameron Cooke, Esq.
Legal Department
Burlington Industries, Inc.
Greensboro, North Carolina 27420

Dear Mr. Cooke:

Thank you for your letter concerning the continued use by Valley Forge Industrial Park, Inc. of the buildings on option property No. 1 consisting of approximately 3.706 acres located on the south side of Lees present property after Lees takes title to the site.

Valley Forge Industrial Park, Inc. agrees to pay Lees an annual fee of ONE THOUSAND DOLLARS (\$1,000) for the right to use and occupy the buildings presently located on option property No. 1 including the brick building which straddles the southern property line of this tract.

It is further agreed that this use and occupancy shall be on a month-to-month basis subject to termination by either party on thirty (30) days written notice.

Within thirty (30) days of receipt of notice of termination by either party, Valley Forge Industrial Park, Inc. agrees, at its own cost, to remove said brick building located on the property line. Valley Forge Industrial Park, Inc. also agrees to keep the area in reasonably neat appearance throughout the duration of this agreement.

If this arrangement is acceptable to you, please sign the copy of the letter and return it to us.

With best wishes.

Very truly yours,

George E. Opel
George E. Opel

Vice President and Managing Director

ACCEPTED: *B. M. Ireland*

DATE: 6/30/71

AR200172

cc. C. Cooke
6/30/71



VALLEY FORGE INDUSTRIAL PARK, INC.
VALLEY FORGE, PENNSYLVANIA, BROADWAY 7-1400

June 22, 1971

Mr. Cameron Cooke, Esq.
Legal Department
Burlington Industries, Inc.
Greensboro, North Carolina 27420

Dear Mr. Cooke:

I am enclosing herewith a proposed agreement for our use and occupancy of the buildings in option tract No. 1 which Lees is about to acquire from Valley Forge Industrial Park, Inc. It is my estimate that the tax assessor will appraise this property somewhere in the range from 20% to 33 1/3% of the purchase price with no regard whatsoever to the value of the buildings thereon. On this basis, the real estate taxes on option tract No. 1 should range from \$1,750 to \$2,800 per year.

Should you desire to change the form of agreement, please feel free to do so.

Very truly yours,

George E Opel

George E. Opel
Vice President and Managing Director

GEO/db
Enclosure

AR200173

VALLEY FORGE CORPORATE CENTER

367 SOUTH GULPH ROAD

KING OF PRUSSIA, PENNSYLVANIA 19406 • (215) 337-8000



January 19, 1984

Mr. H. H. Ritter
Office Services Manager
Burlington Industries
Valley Forge Corporate Center
King of Prussia PA 19406

Dear Hank:

We have had several conversations about the disposition of the 3.7 acre tract adjacent to your south parking lot. As a way of trying to determine its value to us, we have prepared the enclosed sketch to help visualize its ultimate potential. This sketch is in conformance with Township Codes.

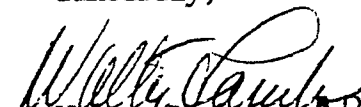
Based on the 2.2 acre usable site, the maximum single-story building that could be accommodated would be slightly over 30,000 s.f. When we talked last September, I suggested that ground was worth from thirty-five to forty thousand dollars an acre. Someone who needed a 30,000 s.f. building could afford to pay more; if they only needed a fifteen to twenty thousand foot facility, the ground might be too expensive; if they wanted forty thousand square feet, the site would be too small. The problem is finding the right user - not the easiest thing to do!

At our luncheon in December, you may recall hearing Andy Pheiff, the Township Manager, saying that no sewer permits were being issued in the Township, and none would be until the Oaks Treatment Plant is expanded or some other solution found. According to our best information, there are no plans to expand the Oaks Plant; consequently, nothing can be built on your land for probably three to four years.

Nevertheless, Valley Forge Corporate Center is interested because your land would make a nice addition to ours. With this in mind, we would like to offer you the sum of One Hundred and Thirty Thousand Dollars for your property.

Best regards.

Sincerely,


Walter Lamb
President

AR200174

mk

January 26, 1984

Mr. Walter Lamb, President
Valley Forge Corporate Center
367 South Gulph Road
King of Prussia, Pa. 19406

Dear Walter:

Thank you for your interest in our 3.7 acre tract, per your letter of January 19, 1984. We could be interested in selling the land, but not at the price offered in your letter.

Please continue with your plans as if our tract would be available to an end user when needed. We do not project that we will have a need for the land in the future.

Sincerely,

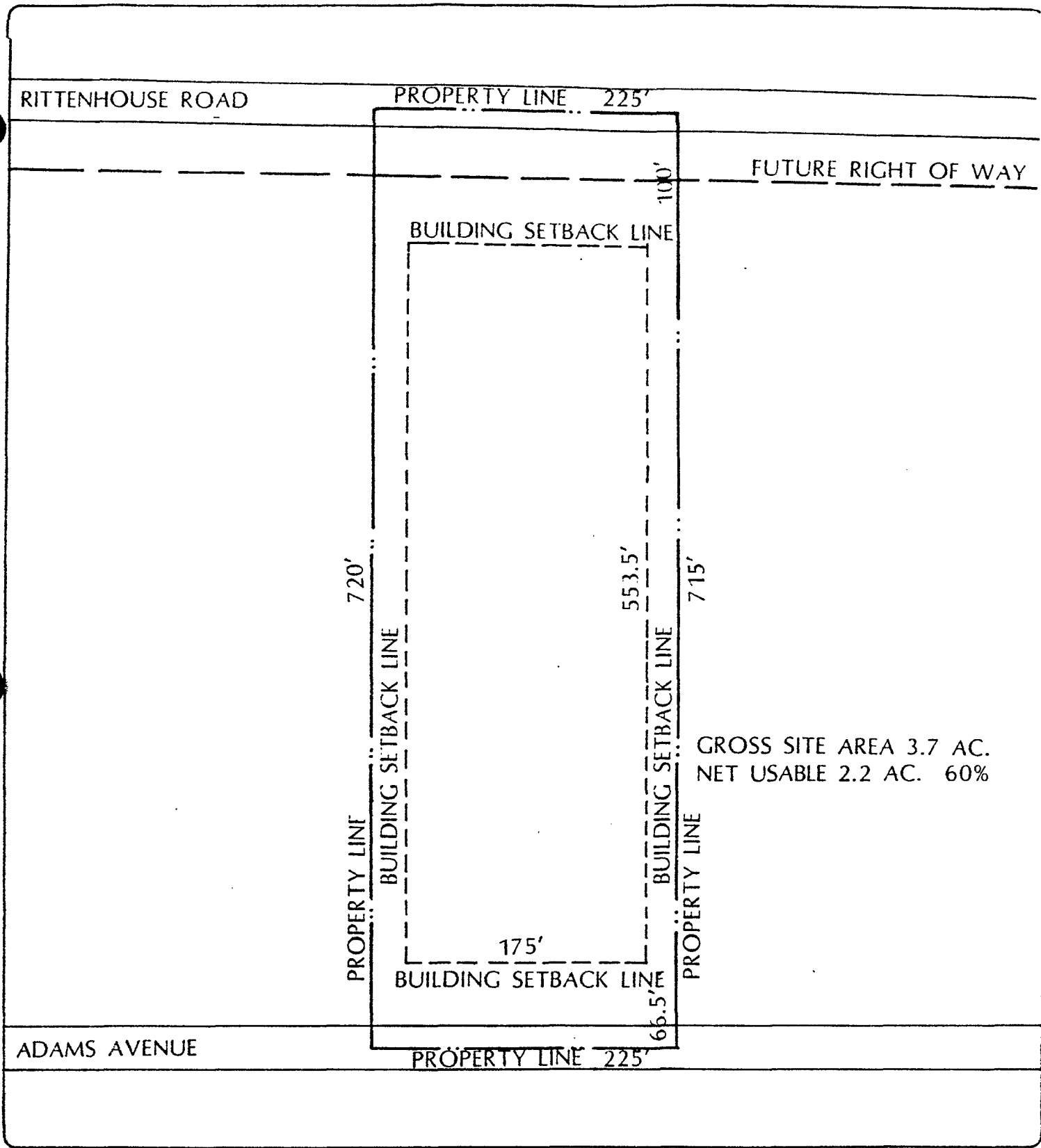
HHR:egm

H. Hansell Ritter
Office Services Manager

To 1/27 from Walter

" just also in file for future reference
again 3/5/85 w/ R.C. Hoge. - 3.7 is too small for a separate use. Answer of
above.

Visit 6/11/85 w/ R.C. Hoge. 3.7 acre is included in the proposal. **AR200175**
file 1543-1822. This is under active consideration.



SITE ANALYSIS

ROBERT E. LAMB
PLANNING DESIGN CONSTRUCTION
VALLEY FORGE, PENNSYLVANIA

DRAWING NO. 176

DATE
1-17-84

SCALE
1"=100'-0"

DRAWN BY
EML

CHECKED BY

WORK ORDER
8400-S

This Indenture Made the

day of

September

21st
in the year of our Lord one thousand nine

hundred and eighty seven (1987)

Between

BURLINGTON INDUSTRIES, INC., a Delaware corporation

(hereinafter called the Grantor), of the one part, and

VALLEY FORGE EQUITIES, INC., a Pennsylvania corporation

(hereinafter called the Grantee), of the other part,

Witnesseth,

That the said Grantor

for and in consideration of the sum of

TWO HUNDRED TWELVE THOUSAND DOLLARS (\$212,000)

lawful

money of the United States of America, unto it well and truly paid by the said Grantee ,
at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged, has
granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does
grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee ,
its successors and assigns,

ALL THAT CERTAIN piece of ground SITUATE in Lower Providence Township, Montgomery County, Pennsylvania, described according to a certain Map made for Burlington Industries, Inc. by Yerkes Associates, Inc., Consulting Engineers and Surveyors dated July 8, 1971, as follows to wit:

BEGINNING at a point on the center line of Adams Avenue (60 feet wide); a corner of this and land of United States Steel and Pension Fund; said point being at the distance of 1819.97 feet measured South 42 degrees 00 minutes West along the center line of Adams Avenue from a point marking its intersection with the center line of Van Buren Avenue thence from said beginning point extending along the center line of Adams Avenue South 42 degrees 00 minutes West 224.98 feet to a point; thence leaving Adams Avenue by other land now or formerly of Valley Forge Industrial Park, Inc. passing through a brick building on a line being the southerly side of a 15 feet wide utility easement North 48 degrees 00 minutes West 720.07 feet to a point on the center line of Rittenhouse Road (proposed 100 feet wide); thence by the center line of Rittenhouse Road North 43 degrees 19 minutes 30 seconds East 225.04 feet to a point; thence leaving Rittenhouse Road by land of United States Steel and Pension Fund South 48 degrees 00 minutes East 714.87 feet to the first mentioned point and place of beginning.

APR 20 1987

CONTAINING: Three acres and seven hundred and six one-thousandths part of an acre
(3.706 Acres) be the same more or less.

BEING THE SAME PREMISES WHICH Valley Forge Industrial Park, Inc. (PA corp.) by Deed
dated July 30, 1971 and recorded in Montgomery County in Deed Book 3688 page 318
granted and conveyed unto Burlington Industries, Inc. (Del. corp.) in fee.

BEING Assessment Parcel No. 43-00-12262-50-2

AR200178

Together with all and singular the buildings and Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of it, the said Grantor, in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said lot or piece of ground above described, with buildings thereon erected and Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and Assigns, forever.

And the said Grantor, for itself and its successors does by these presents, covenant, grant and agree, to and with the said Grantee, its successors and Assigns, that it the said Grantor and its successors all and singular the Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its successors and Assigns, against it the said Grantee and its successors and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will **WARRANT and forever DEFEND.**

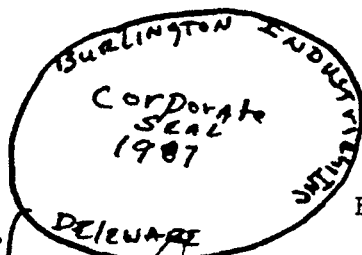
In Witness Whereof, the Grantor has caused this Indenture to be duly executed and its seal affixed the day and year first above written.

Sealed and Delivered

IN THE PRESENCE OF US:

(CORPORATE SEAL)

ATTEST:



BURLINGTON INDUSTRIES, INC.

By:

Joe E. Saxe
Vice President

AR200179

Robert W. Shuff
Assistant Secretary

STATE OF NORTH CAROLINA

~~Commonwealth of Pennsylvania~~

County of Guilford

On this, the 21st - day of September - , 1987 , before me, a Notary Public in and for Guilford County North Carolina the undersigned officer,

personally appeared John D. Englar who acknowledged himself (himself) - to be the Vice President of Burlington Industries, Inc. a corporation, and that he as such Vice President , being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (himself) as Vice President

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Charles D. Miller
Notary Public

DEED.

BURLINGTON INDUSTRIES, INC.,
a Delaware corporation

TO

VALLEY FORGE EQUITIES, INC.
a Pennsylvania corporation

750-S John C. Clark Co., Phila 1986

PREMISES:

3.706+ Acres

Adams Avenue

Valley Forge Corporate Center

Lower Providence Township

Montgomery County, Pennsylvania

The address of the above-named Grantee

is P.O. Box 3940, Valley Forge, PA 19482

On behalf of the Grantee

800

P 7 D

VALLEY-FORGE CORPORATE CENTER

367 SOUTH GULPH ROAD

KING OF PRUSSIA, PENNSYLVANIA 19406 • (215) 337-8000 ▼

August 13, 1982

Mr. H. Hansell Ritter
Office Services Manager
Lees Carpets
Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia PA 19406

Dear Hank:

In formulating plans recently to extend the service lines of VFCC Water Company, we discovered that, through inadvertence, we have no utility right of way running along the two outside boundaries separating your property from MOS on the north side and VFCC on the south side.

The original transfer of the property on June 26, 1967 was made pursuant to a map made for Lees by Yerkes Engineering Company, dated February 15, 1967, and revised March 6, 1967, and showed 15 feet wide utility easements on the north and south ends of the property. When you purchased the option properties on each of those ends, you requested and received a transfer of the easements reserved to us in the 1967 conveyance. However, we neglected to reserve utility easements on the new outside boundaries of the property.

It is important for us in servicing the park properly and maintaining its high standards to provide various utilities to all the sites in the park. In view of this, we request that you convey to us utility easements on your outside property lines. The transfer would, of course, be done without any cost to you.

Very truly yours,



Walter Lamb
President

mk

AR200181

August 20, 1982

Mr. Thomas G. O'Donnell, Vice Present & General Manager
MOS Technology, Inc.
Valley Forge Corporate Center
950 Rittenhouse Road
Norristown, Pa. 19403

Dear Mr. O'Donnell:

Please comment on Walter Lamb's letter to me of August 13th, copy attached. The 15 foot utility right-away he is requesting would be entirely on the three acres of land in our lease of July 1, 1981. The utility right-away would also be on the land, I understand you are requesting to purchase, per your letter of August 13, 1982.

In a telephone call, Walter Lamb explained that the utility right-away is needed in order to connect the Valley Forge Corporate Center well #4, at the southwest corner of your property to the Valley Forge Corporate Center main water line on Adams Avenue. Walter further explained that #4 well is a high producing well and its capacity is needed to upgrade the corporate center's water supply.

We should have your comments before replying to Walter's letter of August 13th.

Sincerely,

HHR:egm
att.
cc: M. Kerans/M. Baugh-3330
C.C. Deardorff

H. Hansell Ritter
Office Services Manager

FOOTNOTE ON INTERNAL COPIES: The facts stated in Walter Lamb's August 13th letter agree with the facts in my files. Unless someone advises to the contrary, I would expect that we will give Walter Lamb a prompt affirmative reply.

AR200182

commodore



Commodore Semiconductor Group
950 Rittenhouse Road
Valley Forge Corporate Center
Norristown, Pennsylvania 19403
Telephone: (215) 666-7950
Telex 846 100 MOSTECHGY VAFG U.S.A.

September 16, 1982

Mr. H. Hansell Ritter
Office Services Manager
Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia, Pennsylvania 19406

Dear Mr. Ritter:

I have reviewed your letter of August 20, 1982, regarding the Valley Forge Corporate Center request to make available the utility right of way at the north boundary of your property which is a portion of the three acres leased from Burlington Industries by Commodore. This correspondence is to notify you that MOS Technology (Commodore) has no objection to your granting the requested right-of-way providing that there is no other impact on our original lease terms.

Sincerely,

MOS TECHNOLOGY
A Commodore Company

Thomas G. O'Donnell
Vice President
General Manager

kc

AR200183

September 23, 1982

Mr. Walter Lamb/President
Valley Forge Corporate Center
367 South Gulph Road
King of Prussia, Pennsylvania 19406

Dear Walter:

You may proceed with arranging for the 15 foot wide utility easements on the north and south ends of our property, as described in your letter of August 13th.

Mr. Tom O'Donnell's letter, copy attached was received today. Due to our lease with MOS for a northern section of our property, his letter was required.

Please keep me advised of your progress. I should receive at least two copies of the modified deed and two copies of the revised plot plan.

Sincerely,

HHR:egm

att.

cc: M. Kerans/3330✓

C.C. Deardorff✓

H. Hansell Ritter
Office Services Manager

AR200184

VALLEY-FORGE CORPORATE CENTER

367 SOUTH GULPH ROAD

KING OF PRUSSIA, PENNSYLVANIA 19406 • (215) 337-8000



September 30, 1982

Mr. H. Hansell Ritter
Office Services Manager
Lees Carpets
Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia PA 19406

Dear Hank:

We are enclosing two copies of a Deed granting
utility and sewer easements to Valley Forge
Corporate Center, Inc.

Also enclosed are two drawings -

Valley Forge Corporate Center Map No. 500
Valley Forge Corporate Center Map No. 900

indicating these easements.

Please execute these agreements and return a copy
to us, and we will have it recorded.

Sincerely,

Walter Lamb
President

mk
enclosures

AR200185

This Indenture Made the Twenty-sixth

day of October

in the year of our Lord one thousand nine

hundred and eighty two

Between BURLINGTON INDUSTRIES,

INC., a Delaware corporation

(hereinafter called the Grantor), of the one part, and

VALLEY FORGE CORPORATE CENTER, INC., a Pennsylvania corporation

(hereinafter called the Grantee), of the other part,

Witnesseth,

That the said Grantor

for and in consideration of the sum of

One Dollar (\$1.00)

lawful

money of the United States of America, unto it well and truly paid by the said Grantee ,
at or before the sealing and delivery, hereof, the receipt whereof is hereby acknowledged,
granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents
grant, bargain and sell, alien, enfeoff, release and confirm unto the said Grantee , its successors
and assigns,

Two (2) utility and service easements on a piece of ground Situate in Lower Providence Township, Montgomery County, Pennsylvania and described according to a certain map made for Valley Forge Industrial Park, Inc., by Yerkes Engineering Company, dated August 17, 1959, and last revised May 10, 1972, and recorded at Norristown in the Recorder of Deeds Office for Montgomery County, in Plan Book B-21, page 72:

1) Easement No. 1 beginning at a point in the center line of Adams Avenue (60 feet wide), said point being a distance of 544.29 feet measured South 42 degrees 00 minutes West on the center line of Adams Avenue from a point marking its intersection with the center line of Van Buren Avenue (60 feet wide); thence extending along and at a width of 15 feet from the Southwest side of a line extending North 48 degrees 00 minutes West for a distance of 685.42 feet to the center line of Rittenhouse Road (100 feet wide).

BEING part of the same premises which Valley Forge Industrial Park, Inc. (now Valley Forge Corporate Center, Inc.) by Deed dated July 30, 1971 and recorded in Montgomery County, in Deed Book 3688, page 322, conveyed to Burlington Industries, Inc.

AR 200186

2) Easement No. 2 beginning at a point in the center line of Adams Avenue (60 feet wide), said point being a distance of 2044.95 feet measured South 42 degrees 00 minutes West along the center line of Adams Avenue from a point marking its intersection with the center line of Van Buren Avenue (60 feet wide), thence extending along and at a width of 15 feet from the Northeast side of a line extending North 48 degrees 00 minutes West for a distance of 714.87 to the center line of Rittenhouse Road (100 feet wide).

BEING part of the same premises which Valley Forge Industrial Park, Inc. (now Valley Forge Corporate Center, Inc.) by Deed dated July 30, 1971 and recorded in Montgomery County, in Deed Book 3688, page 318, conveyed to Burlington Industries, Inc.

43-00-12262-50-4

Aug 11 1972

REALTY TRANS. TAX PAID	
STATE	
LOCAL	
PLK	

AR200187
BOOK 4696 PG 400

Together with all and singular the Improvements, Ways, Streets, Alleys, Passages, Waters, Water-courses, Rights, Liberties, Privileges, Hereditaments and Appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the Reversions and Remainders, Rents, Issues and Profits thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

To have and to hold the said above described easements

Hereditaments and Premises hereby granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its successors and Assigns, to and for the only proper use and behoof of the said Grantee, its successors and Assigns, forever.

And the said Grantor, for itself, its successors and assigns does by these presents, covenant, grant and agree, to and with the said Grantee, its successors and Assigns, that it the said Grantor, its successors and assigns all and singular the

Hereditaments and Premises herein above described and granted, or mentioned and intended so to be, with the Appurtenances, unto the said Grantee, its successors and assigns and Assigns, against it the said Grantor, its successors and assigns and against all and every Person or Persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under it, them or any of them, shall and will **WARRANT** and forever **DEFEND**.

In Witness Whereof

BURLINGTON INDUSTRIES, INC.

Sealed and Delivered

IN THE PRESENCE OF US:

Jeanie B. Asbury
Peggy K. Hall

By

Attest

AR200188

BOOK 4696 PG 401

State of North Carolina
~~Commonwealth of Pennsylvania~~

County of Guilford.

On this, the 26th day of October, 1982, before me,

June Neugent

personally appeared Lewis E. Boroughs
to be the Vice President

a corporation, and that he as such Vice President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself (herself) as Vice President

the undersigned officer,

who acknowledged himself (herself)
of Burlington Industries, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

June Neugent
Notary Public

My Commission Expires Nov. 28, 1984

GRANT OF EASEMENTS

DEED.

BURLINGTON INDUSTRIES, INC.

TO

VALLEY FORCE CORPORATE
CENTER, INC.

Premises: Lower Providence
Township
Montgomery County,
Pennsylvania

1976

John C. Clark Co., Phila

750-S



Montgomery County, S. S.

Recorded in the Office for Recording of Deeds & c.

In and for said county in Book book

No. 4696 Page 402 & c.

Witness my hand and seal of office this 26th

day of October 19 82

William J. Galt

Recorder

The address of the above-named Grantee

is 300 N. 10th St. Phila

On behalf of the Grantee

AR200 189

VALLEY FORGE CORPORATE CENTER

367 SOUTH GULPH ROAD

KING OF PRUSSIA, PENNSYLVANIA 19406 • (215) 337-8000



December 14, 1982

Mr. H. H. Ritter
Office Services Manager
Burlington Industries, Inc.
Valley Forge Corporate Center
King of Prussia PA 19406

Dear Hank:

We are returning, for your files, the original
copy of the completed utility easement.

This has been properly recorded.

Best regards.

Sincerely,

Walter Lamb
President

mk

enclosure

AR200190